

EXHIBIT A

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10 Attorneys for Plaintiffs

11
12 **UNITED STATES DISTRICT COURT**

13 **CENTRAL DISTRICT OF CALIFORNIA**

14 DANJAQ, LLC, a Delaware limited
liability company; METRO-
15 GOLDWYN-MAYER STUDIOS
INC., a Delaware corporation;
16 UNITED ARTISTS CORPORATION,
a Delaware corporation; SEVENTEEN
17 LEASING CORPORATION, a
Delaware corporation; EIGHTEEN
18 LEASING CORPORATION, a
Delaware corporation; NINETEEN
19 LEASING CORPORATION, a
Delaware corporation; TWENTY
20 LEASING CORPORATION, a
Delaware corporation; and TWENTY-
21 ONE LEASING COMPANY LLC, a
Delaware limited liability company,

22 Plaintiffs,

23 vs.

24 UNIVERSAL CITY STUDIOS LLC, a
25 Delaware limited liability company;
NBCUNIVERSAL MEDIA, LLC, a
26 Delaware limited liability company;
and AARON BERG, an individual,

27 Defendants.
28

Case No. 2:14-cv-02527 DDP-Ex

**PLAINTIFF METRO-GOLDWYN-
MAYER STUDIOS INC.'S FIRST
SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS
TO DEFENDANT UNIVERSAL
CITY STUDIOS LLC**

Propounding Party: Plaintiff Metro-Goldwyn-Mayer Studios Inc.

Responding Party: Defendant Universal City Studios LLC

Set Number: One

Pursuant to Federal Rule of Civil Procedure 34, Local Rule 34 of the United States District Court for the Central District of California, and the Court's order regarding expedited discovery, plaintiff Metro-Goldwyn-Mayer Studios Inc. demands that defendant Universal City Studios LLC produce and permit the inspection and copying of all documents designated below that are in its possession, custody, or control at the offices of O'Melveny & Myers LLP, 1999 Avenue of the Stars, Suite 700, Los Angeles, California 90067 within thirty (30) days of the date of the Court's order regarding expedited discovery. Pursuant to Federal Rule of Civil Procedure 34(b) and the Court's order regarding expedited discovery, defendant must also serve written responses to the requests for production of documents within thirty (30) days of the date of the Court's order regarding expedited discovery.

DEFINITIONS

General Definitions.

1. “COMMUNICATION[S]” means any DOCUMENT that comprises, embodies, reflects, or refers to any transmission of information from one person to another, including, without limitation, by personal meeting, conversation, letter, telephone, facsimile, electronic mail, instant messaging, text messaging, or development notes. Each request that encompasses information relating in any way to COMMUNICATIONS to, from, or within a business or corporate entity is hereby designated to mean, and should be construed to include, all COMMUNICATIONS by and between representatives, employees, agents, or servants of the business or corporate entity. Any reference to “all

1 COMMUNICATIONS” refers to all DOCUMENTS that RELATE TO
2 COMMUNICATIONS.

3 2. “DOCUMENT[S]” shall be construed in the broadest sense to mean
4 any and all writings, tangible things, and property of any kind that are now or that
5 have been in YOUR actual or constructive possession, custody, or control,
6 including, but not limited to: any handwritten, typewritten, printed, drawn, charted,
7 taped, filmed, copied, recorded, transcribed, graphic, or photographic matter of any
8 kind or nature, in, through, or from which information may be embodied,
9 translated, conveyed, or stored, whether an original, a draft, or copy, however
10 produced or reproduced, whether sent or received or neither, including, but not
11 limited to, notes, memoranda, correspondence, text messages, instant messages,
12 letters, facsimiles and facsimile transmittals, reports, inter- and intra-office
13 COMMUNICATIONS, buck slips, work papers, work sheets, work records,
14 ledgers, graphs, indexes, advertisements, brochures, bills, time cards, receipts,
15 telephone records, telegrams, telexes, literature, invoices, contracts, purchase
16 orders, estimates, recordings, transcriptions of recordings, records, books,
17 pamphlets, periodicals, publications, papers, tapes, video, audio and digital
18 recordings, television commercials, website or other spot advertisements,
19 prototypes, products, calendars, charts, diaries, drawings, sketches, messages,
20 photographs, and any “active” or “backup” data contained in or accessible through
21 any electronic data processing system, including, but not limited to, computer
22 databases, data compilations, computer files and tapes, computer disks, CD-ROMs,
23 DVDs, flash drives, thumb drives, hard drives, computer metadata, electronic mail,
24 online or network storage, website and web pages and transcriptions thereof,
25 Internet social networking sites, and all other memorializations of any
26 conversations, meetings, and conferences, by telephone or otherwise. The term
27 DOCUMENT also means every copy of a DOCUMENT, where such copy is not an
28 identical duplicate of the original, whether because of deletions, underlinings,

1 showing of blind copies, initialing, signatures, receipt stamps, comments, notations,
 2 differences in stationery, or any other difference or modification of any kind. The
 3 term DOCUMENT includes COMMUNICATIONS.

4 3. "PERSON" means any natural person, firm, association, organization,
 5 partnership, business trust, corporation, company, public entity, or other legal entity
 6 or organization separately identifiable, and any department(s) or division(s) therein.

7 4. "RELATE[D] TO" means a DOCUMENT or DOCUMENTS that
 8 concern, refer to, summarize, reflect, constitute, comprise, state, contain, embody,
 9 pertain to, identify, study, are involved with, mention, discuss, consist of, show,
 10 comment upon, evidence, support, respond to, deal with, describe, analyze, refute,
 11 contradict, or are in any way pertinent to that subject, directly or indirectly, in
 12 whole or in part.

13 5. The terms "and" and "or" will be construed both conjunctively and
 14 disjunctively, and each will include the other whenever such a dual construction
 15 would serve to bring within a category DOCUMENTS or information that would
 16 not otherwise be within its scope.

17 6. The terms "all" or "any" mean "any, all, each, and every."

18 7. The singular form shall include the plural and vice versa whenever
 19 such dual construction will serve to bring within the scope of any Request
 20 DOCUMENTS that would otherwise not be brought within its scope.

21 22 Case-Specific Definitions.

23 1. "BERG" means defendant Aaron Berg together with any present or
 24 former employees, agents, managers, attorneys, representatives, accountants, or
 25 other PERSON(S) acting on Mr. Berg's behalf. If "Aaron Berg" is a pseudonym or
 26 otherwise represents one or more other PERSONS, "BERG" means the PERSON
 27 or PERSONS who wrote the SCREENPLAY or who purport to be the screenwriter
 28 known as "Aaron Berg," together with any present or former employees, agents,

1 managers, attorneys, representatives, accountants, or other PERSON(S) acting on
2 his, her, or their behalves.

3 2. "COVERAGE" means any written summary, abstract, or analysis of a
4 written work, such as a screenplay, which may include a description of the literary
5 or dramatic elements of a work (such as its characters and plot) and may also
6 include an evaluation of the work.

7 3. "JAMES BOND" means the character James Bond created by author
8 Ian Fleming and featured in the JAMES BOND LITERARY WORKS and the
9 JAMES BOND MOTION PICTURES.

10 4. "JAMES BOND LITERARY WORKS" means any novels, short
11 stories, collections, and/or serials that feature, in part, JAMES BOND, including,
12 but not limited to, *Dr. No*, *From Russia With Love*, *Goldfinger*, *Thunderball*, *You*
13 *Only Live Twice*, *On Her Majesty's Secret Service*, *Diamonds Are Forever*, *Live*
14 *and Let Die*, *The Man With the Golden Gun*, *The Spy Who Loved Me*, *Moonraker*,
15 *For Your Eyes Only*, *Octopussy*, *A View to a Kill*, *The Living Daylights*, *Casino*
16 *Royale*, and *Quantum of Solace*.

17 5. "JAMES BOND MOTION PICTURES" means any motion pictures or
18 television shows that feature, in part, JAMES BOND, including, but not limited to,
19 *Dr. No*, *From Russia With Love*, *Goldfinger*, *Thunderball*, *You Only Live Twice*,
20 *Casino Royale* (1967), *On Her Majesty's Secret Service*, *Diamonds Are Forever*,
21 *Live and Let Die*, *The Man With the Golden Gun*, *The Spy Who Loved Me*,
22 *Moonraker*, *For Your Eyes Only*, *Octopussy*, *Never Say Never Again*, *A View to a*
23 *Kill*, *The Living Daylights*, *License to Kill*, *GoldenEye*, *Tomorrow Never Dies*, *The*
24 *World is Not Enough*, *Die Another Day*, *Casino Royale* (2006), *Quantum of Solace*,
25 and *Skyfall*.

26 6. "JAMES BOND WORKS" means the JAMES BOND LITERARY
27 WORKS and the JAMES BOND MOTION PICTURES.
28

7. “MOTION PICTURE” means a motion picture based in whole or in part on the SCREENPLAY, regardless of what the motion picture is titled.

8. “SCREENPLAY” means the screenplay titled *Section 6* purportedly authored by Aaron Berg, including any prior or later draft, version, iteration, revision, or adaptation thereof.

9. "SECTION 6 PRODUCERS" means any one or more PERSONS who have been, or currently are, involved in developing, preparing, supervising, or otherwise working on the SCREENPLAY or the MOTION PICTURE, including, but not limited to, Lawrence Grey, Grey Matter Productions, Marc Platt, Marc Platt Productions, Adam Siegel, Nira Park, and/or Big Talk Pictures.

10. "YOU," or "YOUR" means defendant Universal City Studios LLC as well as all parents, subsidiaries, or other affiliates, predecessor or successor companies, any and all divisions, and any and all present and former officers, directors, representatives, shareholders, agents, employees, attorneys, accountants, investigators, or any other PERSON, and/or affiliate acting on any of their behalves.

INSTRUCTIONS

1. These Requests call for the production of all responsive DOCUMENTS that are within YOUR possession, custody, or control. A document is in YOUR “possession, custody, or control” if it is in YOUR physical possession, or if, as a practical matter, YOU have the ability, upon request, to obtain possession of the DOCUMENT or a copy thereof from another PERSON or entity that has physical possession of the DOCUMENT.

2. Whenever YOU object to a particular Request, or portion thereof, YOU must produce all DOCUMENTS called for which are not subject to that objection.

3. If any DOCUMENT, or any portion of a DOCUMENT, covered by these Requests is withheld by reason of a claim of attorney-client privilege, attorney

1 work product protection, or any other privilege or protection, furnish a log
2 providing the following information with respect to each such withheld
3 DOCUMENT: date, author, recipients, general subject matter, subject line (if
4 applicable), and legal basis upon which the DOCUMENT has been withheld. If
5 work product protection is asserted, also include the matter for which the document
6 was created.

7 4. With respect to any DOCUMENT maintained or stored electronically,
8 harvest it in a manner that maintains the integrity and readability of all data,
9 including all metadata.

10 5. Produce all DOCUMENTS maintained or stored electronically in TIFF
11 format (branded with production numbers and, as appropriate, redactions)
12 accompanied by data files which reference the beginning and ending image bates
13 numbers of each document and associated image cross-reference files, family group
14 indications, and with all metadata intact and in an appropriate and useable manner.
15 Encrypted or password-protected DOCUMENTS should be produced in a form
16 permitting them to be reviewed.

17 6. Produce Microsoft Excel and other spreadsheet files in native format.

18 7. Organize electronic DOCUMENTS produced for inspection in the
19 same manner that YOU store them (*e.g.*, if maintained by a custodian, such as email
20 residing on an email server, organize DOCUMENTS for production by custodian;
21 if maintained in a subfolder of "My documents" on a custodian's hard drive,
22 organize DOCUMENTS for production by custodian with path information
23 preserved, etc.).

24 8. To the extent responsive DOCUMENTS reside in databases and other
25 such systems and files, YOU are requested to produce the relevant database(s) in
26 useable form and/or permit access for inspection, review, and extraction of
27 responsive information.
28

1 9. These requests require production of paper DOCUMENTS in the same
 2 form and same order as they are kept in the usual course of business, or organized
 3 and labeled to correspond with the Requests set forth below. If you choose the
 4 former method, the DOCUMENTS are to be produced in the boxes, file folders,
 5 bindings, or other containers in which the DOCUMENTS are found. The titles,
 6 labels, or other descriptions on the boxes, file folders, bindings, or other containers
 7 are to be left intact.

8 10. For any DOCUMENT or category of DOCUMENTS that was, but no
 9 longer is, in YOUR possession, custody, or control, describe each such
 10 DOCUMENT as completely as possible and provide the following information:

- 11 (a) The reason the DOCUMENT is no longer in YOUR possession,
 12 custody, or control;
- 13 (b) The PERSON or entity, if any, who has possession, custody, or
 14 control or, if unknown, so state;
- 15 (c) If the DOCUMENT was destroyed or otherwise disposed of,
 16 state (i) the manner of disposal (*i.e.*, destruction, loss,
 17 discarding, or other means of disposal); (ii) the date of disposal;
 18 (iii) the reason for disposal; (iv) the PERSON authorizing
 19 disposal; (v) the PERSON disposing of the DOCUMENT; and
 20 (vi) the name, address, and business affiliation of the most
 21 recent custodian of the DOCUMENT.

22 11. Pursuant to Federal Rule of Civil Procedure 26(e)(1), these Requests
 23 impose a continuing obligation subsequent to YOUR initial production to timely
 24 supplement YOUR response or production if YOU determine that YOUR response
 25 or production is incomplete or incorrect.

26 **REQUESTS FOR PRODUCTION**

27 1. All versions and drafts of the SCREENPLAY, including, but not
 28 limited to:

- 1 a. all versions and drafts of the SCREENPLAY that YOU received
- 2 from BERG;
- 3 b. the most recent version of the SCREENPLAY; and
- 4 c. all versions and drafts of the SCREENPLAY that YOU sent or
- 5 gave to any PERSON, including any producer, actor, director,
- 6 writer, or production personnel, or their agents, managers,
- 7 attorneys, or any other representatives.

8 2. All DOCUMENTS that constitute, memorialize, or refer to
9 COVERAGE of the SCREENPLAY.

10 3. All COMMUNICATIONS with BERG RELATED TO the
11 SCREENPLAY.

12 4. All COMMUNICATIONS with BERG RELATED TO the MOTION
13 PICTURE.

14 5. All COMMUNICATIONS with BERG that mention or refer to one or
15 more of the plaintiffs.

16 6. All COMMUNICATIONS with BERG that mention or refer to
17 JAMES BOND.

18 7. All COMMUNICATIONS with BERG that mention or refer to any of
19 the JAMES BOND WORKS or any of their titles, characters, plots, dialogue,
20 settings, themes, or other literary or dramatic elements.

21 8. All COMMUNICATIONS with the SECTION 6 PRODUCERS
22 RELATED TO the SCREENPLAY.

23 9. All COMMUNICATIONS with the SECTION 6 PRODUCERS
24 RELATED TO the MOTION PICTURE.

25 10. All COMMUNICATIONS with the SECTION 6 PRODUCERS
26 RELATED TO BERG.

27 11. All COMMUNICATIONS with the SECTION 6 PRODUCERS
28 RELATED TO JAMES BOND.

1 12. All COMMUNICATIONS with the SECTION 6 PRODUCERS
2 RELATED TO the JAMES BOND WORKS.

3 13. All DOCUMENTS RELATED TO the SCREENPLAY that contain
4 the words “Bond,” “James Bond,” “007,” “00,” “double-O,” “will return,” “M,”
5 “Q,” “Moneypenny,” “Bond Girls,” the name of any other character in any of the
6 JAMES BOND WORKS, “license to kill,” or “his [or her] majesty’s secret
7 service.”

8 14. All DOCUMENTS RELATED TO the MOTION PICTURE that
9 contain the words “Bond,” “James Bond,” “007,” “00,” “double-O,” “will return,”
10 “M,” “Q,” “Moneypenny,” “Bond Girls,” the name of any other character in any of
11 the JAMES BOND WORKS, “license to kill,” or “his [or her] majesty’s secret
12 service.”

13 15. All DOCUMENTS RELATED TO the SCREENPLAY that mention
14 or refer to any of the JAMES BOND WORKS or any of their titles, characters,
15 plots, dialogue, settings, themes, or other literary or dramatic elements.

16 16. All DOCUMENTS RELATED TO the MOTION PICTURE that
17 mention or refer to any of the JAMES BOND WORKS or any of their titles,
18 characters, plots, dialogue, settings, themes, or other literary or dramatic elements.

19 17. All cover letters, transmittal letters, buck slips, notes, or other
20 COMMUNICATIONS included with or attached to any copy of the
21 SCREENPLAY provided to any PERSON for any purpose.

22 18. All COMMUNICATIONS between YOU and any PERSON in
23 connection with that PERSON’S receipt or review of the SCREENPLAY.

24 19. All DOCUMENTS that memorialize or refer to any
25 COMMUNICATIONS between any of YOUR officers or employees concerning
26 the SCREENPLAY, including without limitation: (a) any notes of any meetings or
27 conference calls concerning the SCREENPLAY and (b) any DOCUMENTS that
28

1 memorialize or refer to any telephone or in-person discussion concerning the
2 SCREENPLAY.

3 20. All COMMUNICATIONS between or among YOUR officers or
4 employees RELATED TO the SCREENPLAY.

5 21. All COMMUNICATIONS between YOU and any other PERSON
6 RELATED TO the SCREENPLAY.

7 22. All DOCUMENTS RELATED TO any casting notices or casting calls
8 for the MOTION PICTURE.

9 23. All DOCUMENTS RELATED TO any edits, revisions, rewrites, or
10 changes to the SCREENPLAY that any PERSON suggested be made, requested be
11 made, directed be made, or considered making.

12 24. All DOCUMENTS RELATED TO any edits, revisions, rewrites, or
13 changes any PERSON has made to the SCREENPLAY.

14 25. All DOCUMENTS RELATED TO YOUR hiring, directing, or asking
15 any PERSON to edit, revise, rewrite, or change the SCREENPLAY.

16 26. All DOCUMENTS RELATED TO any agreements or contracts YOU
17 have negotiated, are negotiating, or have entered into with BERG.

18 27. All DOCUMENTS RELATED TO any monetary or other
19 consideration BERG has received, or may receive in the future, RELATED TO the
20 SCREENPLAY.

21 28. All DOCUMENTS RELATED TO any monetary or other
22 consideration BERG has received, or may receive in the future, RELATED TO the
23 MOTION PICTURE.

24 29. All DOCUMENTS RELATED TO any agreements or contracts YOU
25 have negotiated, are negotiating, or have entered into with any PERSON
26 RELATED TO the SCREENPLAY.

27
28

1 30. All DOCUMENTS RELATED TO any agreements or contracts YOU
2 have negotiated, are negotiating, or have entered into with any PERSON
3 RELATED TO the MOTION PICTURE.

4 31. All DOCUMENTS and COMMUNICATIONS RELATED TO
5 obtaining any form of liability insurance, including, but not limited to, errors and
6 omissions insurance, in connection with the SCREENPLAY or the MOTION
7 PICTURE.

8 32. All DOCUMENTS that constitute, memorialize, or refer to any edits,
9 revisions, rewrites, or changes to the SCREENPLAY that were suggested,
10 proposed, or requested in connection with obtaining any form of liability insurance,
11 including, but not limited to, errors and omissions insurance, in connection with the
12 SCREENPLAY or the MOTION PICTURE.

13 33. All DOCUMENTS that constitute, memorialize, or refer to reviews or
14 analyses of the SCREENPLAY prepared by or at the request of any issuers or
15 underwriters of any form of liability insurance, including, but not limited to, errors
16 and omissions insurance.

17 34. DOCUMENTS RELATED TO any notices YOU have sent regarding
18 YOUR or the notice recipient's obligation to preserve and/or retain DOCUMENTS
19 RELATED to any dispute between YOU and plaintiffs or to this lawsuit.

20 35. DOCUMENTS sufficient to identify all PERSONS to whom each
21 notice described in the prior request was sent and the date such notice was sent.

22 36. All DOCUMENTS RELATED TO any COMMUNICATIONS
23 between plaintiffs and/or plaintiffs' counsel, on the one hand, and YOU, on the
24 other hand, RELATED TO the SCREENPLAY, including, but not limited to, the
25 correspondence sent by plaintiffs and/or plaintiffs' counsel to YOU dated October
26 23, 2013, November 18, 2013, November 27, 2013, and/or March 26, 2014, and the
27 correspondence sent by YOU to plaintiffs and/or plaintiffs' counsel dated
28 November 26, 2013 and/or March 31, 2014, or the subjects raised therein.

1 37. All DOCUMENTS RELATED TO whether the SCREENPLAY or the
2 MOTION PICTURE violates or may violate any PERSON'S intellectual property
3 rights or other rights.

4 38. To the extent not produced in response to any prior request, all
5 DOCUMENTS and COMMUNICATIONS RELATED TO the SCREENPLAY
6 and/or the MOTION PICTURE.

7
8 Dated: April 4, 2014

ROBERT M. SCHWARTZ
CASSANDRA L. SETO
BRIAN J. FINKELSTEIN
O'MELVENY & MYERS LLP

MARC A. BECKER
QUINN EMANUEL URQUHART
& SULLIVAN, LLP

11
12
13
14
15 By: _____
16 Robert M. Schwartz
17 Attorneys for Plaintiffs Danjaq, LLC; Metro-
18 Goldwyn-Mayer Studios Inc.; United Artists
19 Corporation; Seventeen Leasing
20 Corporation; Eighteen Leasing Corporation;
21 Nineteen Leasing Corporation; Twenty
22 Leasing Corporation; Twenty-One Leasing
23 Company LLC
24
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26
27
28

EXHIBIT B

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 Los Angeles, California 90017
 Telephone: (213) 443-3000

Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

DANJAQ, LLC, a Delaware limited liability company; METRO-GOLDWYN-MAYER STUDIOS INC., a Delaware corporation; UNITED ARTISTS CORPORATION, a Delaware corporation; SEVENTEEN LEASING CORPORATION, a Delaware corporation; EIGHTEEN LEASING CORPORATION, a Delaware corporation; NINETEEN LEASING CORPORATION, a Delaware corporation; TWENTY LEASING CORPORATION, a Delaware corporation; and TWENTY-ONE LEASING COMPANY LLC, a Delaware limited liability company,

Plaintiffs,

vs.

UNIVERSAL CITY STUDIOS LLC, a Delaware limited liability company; NBCUNIVERSAL MEDIA, LLC, a Delaware limited liability company; and AARON BERG, an individual,

Defendants.

Case No. 2:14-cv-02527 DDP-Ex

PLAINTIFF METRO-GOLDWYN-MAYER STUDIOS INC.'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS TO DEFENDANT NBCUNIVERSAL MEDIA, LLC

Propounding Party: Plaintiff Metro-Goldwyn-Mayer Studios Inc.

Responding Party: Defendant NBCUniversal Media, LLC

Set Number: One

Pursuant to Federal Rule of Civil Procedure 34, Local Rule 34 of the United States District Court for the Central District of California, and the Court's order regarding expedited discovery, plaintiff Metro-Goldwyn-Mayer Studios Inc. demands that defendant NBCUniversal Media, LLC produce and permit the inspection and copying of all documents designated below that are in its possession, custody, or control at the offices of O'Melveny & Myers LLP, 1999 Avenue of the Stars, Suite 700, Los Angeles, California 90067 within thirty (30) days of the date of the Court's order regarding expedited discovery. Pursuant to Federal Rule of Civil Procedure 34(b) and the Court's order regarding expedited discovery, defendant must also serve written responses to the requests for production of documents within thirty (30) days of the date of the Court's order regarding expedited discovery.

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1 COMMUNICATIONS” refers to all DOCUMENTS that RELATE TO
2 COMMUNICATIONS.

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4 any and all writings, tangible things, and property of any kind that are now or that
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6 including, but not limited to: any handwritten, typewritten, printed, drawn, charted,
7 taped, filmed, copied, recorded, transcribed, graphic, or photographic matter of any
8 kind or nature, in, through, or from which information may be embodied,
9 translated, conveyed, or stored, whether an original, a draft, or copy, however
10 produced or reproduced, whether sent or received or neither, including, but not
11 limited to, notes, memoranda, correspondence, text messages, instant messages,
12 letters, facsimiles and facsimile transmittals, reports, inter- and intra-office
13 COMMUNICATIONS, buck slips, work papers, work sheets, work records,
14 ledgers, graphs, indexes, advertisements, brochures, bills, time cards, receipts,
15 telephone records, telegrams, telexes, literature, invoices, contracts, purchase
16 orders, estimates, recordings, transcriptions of recordings, records, books,
17 pamphlets, periodicals, publications, papers, tapes, video, audio and digital
18 recordings, television commercials, website or other spot advertisements,
19 prototypes, products, calendars, charts, diaries, drawings, sketches, messages,
20 photographs, and any “active” or “backup” data contained in or accessible through
21 any electronic data processing system, including, but not limited to, computer
22 databases, data compilations, computer files and tapes, computer disks, CD-ROMs,
23 DVDs, flash drives, thumb drives, hard drives, computer metadata, electronic mail,
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25 Internet social networking sites, and all other memorializations of any
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 9 pertain to, identify, study, are involved with, mention, discuss, consist of, show,
 10 comment upon, evidence, support, respond to, deal with, describe, analyze, refute,
 11 contradict, or are in any way pertinent to that subject, directly or indirectly, in
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 26 otherwise represents one or more other PERSONS, "BERG" means the PERSON
 27 or PERSONS who wrote the SCREENPLAY or who purport to be the screenwriter
 28 known as "Aaron Berg," together with any present or former employees, agents,

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4 written work, such as a screenplay, which may include a description of the literary
5 or dramatic elements of a work (such as its characters and plot) and may also
6 include an evaluation of the work.

7 3. "JAMES BOND" means the character James Bond created by author
8 Ian Fleming and featured in the JAMES BOND LITERARY WORKS and the
9 JAMES BOND MOTION PICTURES.

10 4. "JAMES BOND LITERARY WORKS" means any novels, short
11 stories, collections, and/or serials that feature, in part, JAMES BOND, including,
12 but not limited to, *Dr. No*, *From Russia With Love*, *Goldfinger*, *Thunderball*, *You*
13 *Only Live Twice*, *On Her Majesty's Secret Service*, *Diamonds Are Forever*, *Live*
14 *and Let Die*, *The Man With the Golden Gun*, *The Spy Who Loved Me*, *Moonraker*,
15 *For Your Eyes Only*, *Octopussy*, *A View to a Kill*, *The Living Daylights*, *Casino*
16 *Royale*, and *Quantum of Solace*.

17 5. "JAMES BOND MOTION PICTURES" means any motion pictures or
18 television shows that feature, in part, JAMES BOND, including, but not limited to,
19 *Dr. No*, *From Russia With Love*, *Goldfinger*, *Thunderball*, *You Only Live Twice*,
20 *Casino Royale* (1967), *On Her Majesty's Secret Service*, *Diamonds Are Forever*,
21 *Live and Let Die*, *The Man With the Golden Gun*, *The Spy Who Loved Me*,
22 *Moonraker*, *For Your Eyes Only*, *Octopussy*, *Never Say Never Again*, *A View to a*
23 *Kill*, *The Living Daylights*, *License to Kill*, *GoldenEye*, *Tomorrow Never Dies*, *The*
24 *World is Not Enough*, *Die Another Day*, *Casino Royale* (2006), *Quantum of Solace*,
25 and *Skyfall*.

26 6. "JAMES BOND WORKS" means the JAMES BOND LITERARY
27 WORKS and the JAMES BOND MOTION PICTURES.
28

7. “MOTION PICTURE” means a motion picture based in whole or in part on the SCREENPLAY, regardless of what the motion picture is titled.

8. “SCREENPLAY” means the screenplay titled *Section 6* purportedly authored by Aaron Berg, including any prior or later draft, version, iteration, revision, or adaptation thereof.

9. "SECTION 6 PRODUCERS" means any one or more PERSONS who have been, or currently are, involved in developing, preparing, supervising, or otherwise working on the SCREENPLAY or the MOTION PICTURE, including, but not limited to, Lawrence Grey, Grey Matter Productions, Marc Platt, Marc Platt Productions, Adam Siegel, Nira Park, and/or Big Talk Pictures.

10. “YOU,” or “YOUR” means defendant NBCUniversal Media, LLC as well as all parents, subsidiaries, or other affiliates, predecessor or successor companies, any and all divisions, and any and all present and former officers, directors, representatives, shareholders, agents, employees, attorneys, accountants, investigators, or any other PERSON, and/or affiliate acting on any of their behalves.

INSTRUCTIONS

1. These Requests call for the production of all responsive DOCUMENTS that are within YOUR possession, custody, or control. A document is in YOUR “possession, custody, or control” if it is in YOUR physical possession, or if, as a practical matter, YOU have the ability, upon request, to obtain possession of the DOCUMENT or a copy thereof from another PERSON or entity that has physical possession of the DOCUMENT.

2. Whenever YOU object to a particular Request, or portion thereof, YOU must produce all DOCUMENTS called for which are not subject to that objection.

3. If any DOCUMENT, or any portion of a DOCUMENT, covered by these Requests is withheld by reason of a claim of attorney-client privilege, attorney

1 work product protection, or any other privilege or protection, furnish a log
2 providing the following information with respect to each such withheld
3 DOCUMENT: date, author, recipients, general subject matter, subject line (if
4 applicable), and legal basis upon which the DOCUMENT has been withheld. If
5 work product protection is asserted, also include the matter for which the document
6 was created.

7 4. With respect to any DOCUMENT maintained or stored electronically,
8 harvest it in a manner that maintains the integrity and readability of all data,
9 including all metadata.

10 5. Produce all DOCUMENTS maintained or stored electronically in TIFF
11 format (branded with production numbers and, as appropriate, redactions)
12 accompanied by data files which reference the beginning and ending image bates
13 numbers of each document and associated image cross-reference files, family group
14 indications, and with all metadata intact and in an appropriate and useable manner.
15 Encrypted or password-protected DOCUMENTS should be produced in a form
16 permitting them to be reviewed.

17 6. Produce Microsoft Excel and other spreadsheet files in native format.

18 7. Organize electronic DOCUMENTS produced for inspection in the
19 same manner that YOU store them (*e.g.*, if maintained by a custodian, such as email
20 residing on an email server, organize DOCUMENTS for production by custodian;
21 if maintained in a subfolder of "My documents" on a custodian's hard drive,
22 organize DOCUMENTS for production by custodian with path information
23 preserved, etc.).

24 8. To the extent responsive DOCUMENTS reside in databases and other
25 such systems and files, YOU are requested to produce the relevant database(s) in
26 useable form and/or permit access for inspection, review, and extraction of
27 responsive information.
28

1 9. These requests require production of paper DOCUMENTS in the same
 2 form and same order as they are kept in the usual course of business, or organized
 3 and labeled to correspond with the Requests set forth below. If you choose the
 4 former method, the DOCUMENTS are to be produced in the boxes, file folders,
 5 bindings, or other containers in which the DOCUMENTS are found. The titles,
 6 labels, or other descriptions on the boxes, file folders, bindings, or other containers
 7 are to be left intact.

8 10. For any DOCUMENT or category of DOCUMENTS that was, but no
 9 longer is, in YOUR possession, custody, or control, describe each such
 10 DOCUMENT as completely as possible and provide the following information:

- 11 (a) The reason the DOCUMENT is no longer in YOUR possession,
 12 custody, or control;
- 13 (b) The PERSON or entity, if any, who has possession, custody, or
 14 control or, if unknown, so state;
- 15 (c) If the DOCUMENT was destroyed or otherwise disposed of,
 16 state (i) the manner of disposal (*i.e.*, destruction, loss,
 17 discarding, or other means of disposal); (ii) the date of disposal;
 18 (iii) the reason for disposal; (iv) the PERSON authorizing
 19 disposal; (v) the PERSON disposing of the DOCUMENT; and
 20 (vi) the name, address, and business affiliation of the most
 21 recent custodian of the DOCUMENT.

22 11. Pursuant to Federal Rule of Civil Procedure 26(e)(1), these Requests
 23 impose a continuing obligation subsequent to YOUR initial production to timely
 24 supplement YOUR response or production if YOU determine that YOUR response
 25 or production is incomplete or incorrect.

26 **REQUESTS FOR PRODUCTION**

27 1. All versions and drafts of the SCREENPLAY, including, but not
 28 limited to:

- 1 a. all versions and drafts of the SCREENPLAY that YOU received
- 2 from BERG;
- 3 b. the most recent version of the SCREENPLAY; and
- 4 c. all versions and drafts of the SCREENPLAY that YOU sent or
- 5 gave to any PERSON, including any producer, actor, director,
- 6 writer, or production personnel, or their agents, managers,
- 7 attorneys, or any other representatives.

8 2. All DOCUMENTS that constitute, memorialize, or refer to
9 COVERAGE of the SCREENPLAY.

10 3. All COMMUNICATIONS with BERG RELATED TO the
11 SCREENPLAY.

12 4. All COMMUNICATIONS with BERG RELATED TO the MOTION
13 PICTURE.

14 5. All COMMUNICATIONS with BERG that mention or refer to one or
15 more of the plaintiffs.

16 6. All COMMUNICATIONS with BERG that mention or refer to
17 JAMES BOND.

18 7. All COMMUNICATIONS with BERG that mention or refer to any of
19 the JAMES BOND WORKS or any of their titles, characters, plots, dialogue,
20 settings, themes, or other literary or dramatic elements.

21 8. All COMMUNICATIONS with the SECTION 6 PRODUCERS
22 RELATED TO the SCREENPLAY.

23 9. All COMMUNICATIONS with the SECTION 6 PRODUCERS
24 RELATED TO the MOTION PICTURE.

25 10. All COMMUNICATIONS with the SECTION 6 PRODUCERS
26 RELATED TO BERG.

27 11. All COMMUNICATIONS with the SECTION 6 PRODUCERS
28 RELATED TO JAMES BOND.

1 12. All COMMUNICATIONS with the SECTION 6 PRODUCERS
2 RELATED TO the JAMES BOND WORKS.

3 13. All DOCUMENTS RELATED TO the SCREENPLAY that contain
4 the words "Bond," "James Bond," "007," "00," "double-O," "will return," "M,"
5 "Q," "Money Penny," "Bond Girls," the name of any other character in any of the
6 JAMES BOND WORKS, "license to kill," or "his [or her] majesty's secret
7 service."

8 14. All DOCUMENTS RELATED TO the MOTION PICTURE that
9 contain the words "Bond," "James Bond," "007," "00," "double-O," "will return,"
10 "M," "Q," "Money Penny," "Bond Girls," the name of any other character in any of
11 the JAMES BOND WORKS, "license to kill," or "his [or her] majesty's secret
12 service."

13 15. All DOCUMENTS RELATED TO the SCREENPLAY that mention
14 or refer to any of the JAMES BOND WORKS or any of their titles, characters,
15 plots, dialogue, settings, themes, or other literary or dramatic elements.

16 16. All DOCUMENTS RELATED TO the MOTION PICTURE that
17 mention or refer to any of the JAMES BOND WORKS or any of their titles,
18 characters, plots, dialogue, settings, themes, or other literary or dramatic elements.

19 17. All cover letters, transmittal letters, buck slips, notes, or other
20 COMMUNICATIONS included with or attached to any copy of the
21 SCREENPLAY provided to any PERSON for any purpose.

22 18. All COMMUNICATIONS between YOU and any PERSON in
23 connection with that PERSON'S receipt or review of the SCREENPLAY.

24 19. All DOCUMENTS that memorialize or refer to any
25 COMMUNICATIONS between any of YOUR officers or employees concerning
26 the SCREENPLAY, including without limitation: (a) any notes of any meetings or
27 conference calls concerning the SCREENPLAY and (b) any DOCUMENTS that
28

1 memorialize or refer to any telephone or in-person discussion concerning the
2 SCREENPLAY.

3 20. All COMMUNICATIONS between or among YOUR officers or
4 employees RELATED TO the SCREENPLAY.

5 21. All COMMUNICATIONS between YOU and any other PERSON
6 RELATED TO the SCREENPLAY.

7 22. All DOCUMENTS RELATED TO any casting notices or casting calls
8 for the MOTION PICTURE.

9 23. All DOCUMENTS RELATED TO any edits, revisions, rewrites, or
10 changes to the SCREENPLAY that any PERSON suggested be made, requested be
11 made, directed be made, or considered making.

12 24. All DOCUMENTS RELATED TO any edits, revisions, rewrites, or
13 changes any PERSON has made to the SCREENPLAY.

14 25. All DOCUMENTS RELATED TO YOUR hiring, directing, or asking
15 any PERSON to edit, revise, rewrite, or change the SCREENPLAY.

16 26. All DOCUMENTS RELATED TO any agreements or contracts YOU
17 have negotiated, are negotiating, or have entered into with BERG.

18 27. All DOCUMENTS RELATED TO any monetary or other
19 consideration BERG has received, or may receive in the future, RELATED TO the
20 SCREENPLAY.

21 28. All DOCUMENTS RELATED TO any monetary or other
22 consideration BERG has received, or may receive in the future, RELATED TO the
23 MOTION PICTURE.

24 29. All DOCUMENTS RELATED TO any agreements or contracts YOU
25 have negotiated, are negotiating, or have entered into with any PERSON
26 RELATED TO the SCREENPLAY.

27
28

1 30. All DOCUMENTS RELATED TO any agreements or contracts YOU
2 have negotiated, are negotiating, or have entered into with any PERSON
3 RELATED TO the MOTION PICTURE.

4 31. All DOCUMENTS and COMMUNICATIONS RELATED TO
5 obtaining any form of liability insurance, including, but not limited to, errors and
6 omissions insurance, in connection with the SCREENPLAY or the MOTION
7 PICTURE.

8 32. All DOCUMENTS that constitute, memorialize, or refer to any edits,
9 revisions, rewrites, or changes to the SCREENPLAY that were suggested,
10 proposed, or requested in connection with obtaining any form of liability insurance,
11 including, but not limited to, errors and omissions insurance, in connection with the
12 SCREENPLAY or the MOTION PICTURE.

13 33. All DOCUMENTS that constitute, memorialize, or refer to reviews or
14 analyses of the SCREENPLAY prepared by or at the request of any issuers or
15 underwriters of any form of liability insurance, including, but not limited to, errors
16 and omissions insurance.

17 34. DOCUMENTS RELATED TO any notices YOU have sent regarding
18 YOUR or the notice recipient's obligation to preserve and/or retain DOCUMENTS
19 RELATED to any dispute between YOU and plaintiffs or to this lawsuit.

20 35. DOCUMENTS sufficient to identify all PERSONS to whom each
21 notice described in the prior request was sent and the date such notice was sent.

22 36. All DOCUMENTS RELATED TO any COMMUNICATIONS
23 between plaintiffs and/or plaintiffs' counsel, on the one hand, and YOU, on the
24 other hand, RELATED TO the SCREENPLAY, including, but not limited to, the
25 correspondence sent by plaintiffs and/or plaintiffs' counsel to YOU dated October
26 23, 2013, November 18, 2013, November 27, 2013, and/or March 26, 2014, and the
27 correspondence sent by YOU to plaintiffs and/or plaintiffs' counsel dated
28 November 26, 2013 and/or March 31, 2014, or the subjects raised therein.

1 37. All DOCUMENTS RELATED TO whether the SCREENPLAY or the
2 MOTION PICTURE violates or may violate any PERSON'S intellectual property
3 rights or other rights.

4 38. To the extent not produced in response to any prior request, all
5 DOCUMENTS and COMMUNICATIONS RELATED TO the SCREENPLAY
6 and/or the MOTION PICTURE.

7
8 Dated: April 4, 2014

ROBERT M. SCHWARTZ
CASSANDRA L. SETO
BRIAN J. FINKELSTEIN
O'MELVENY & MYERS LLP

MARC A. BECKER
QUINN EMANUEL URQUHART
& SULLIVAN, LLP

11
12
13
14
15 By: _____
16 Robert M. Schwartz
17 Attorneys for Plaintiffs Danjaq, LLC; Metro-
18 Goldwyn-Mayer Studios Inc.; United Artists
19 Corporation; Seventeen Leasing
20 Corporation; Eighteen Leasing Corporation;
21 Nineteen Leasing Corporation; Twenty
22 Leasing Corporation; Twenty-One Leasing
23 Company LLC
24
25
26
27
28

EXHIBIT C

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10 Attorneys for Plaintiffs

11
12 **UNITED STATES DISTRICT COURT**

13 **CENTRAL DISTRICT OF CALIFORNIA**

14 DANJAQ, LLC, a Delaware limited
liability company; METRO-
15 GOLDWYN-MAYER STUDIOS
INC., a Delaware corporation;
16 UNITED ARTISTS CORPORATION,
a Delaware corporation; SEVENTEEN
17 LEASING CORPORATION, a
Delaware corporation; EIGHTEEN
18 LEASING CORPORATION, a
Delaware corporation; NINETEEN
19 LEASING CORPORATION, a
Delaware corporation; TWENTY
20 LEASING CORPORATION, a
Delaware corporation; and TWENTY-
21 ONE LEASING COMPANY LLC, a
Delaware limited liability company,

22 Plaintiffs,

23 vs.

24 UNIVERSAL CITY STUDIOS LLC, a
25 Delaware limited liability company;
NBCUNIVERSAL MEDIA, LLC, a
26 Delaware limited liability company;
and AARON BERG, an individual,

27 Defendants.
28

Case No. 2:14-cv-02527 DDP-Ex

**PLAINTIFF METRO-GOLDWYN-
MAYER STUDIOS INC.'S FIRST
SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS
TO DEFENDANT AARON BERG**

Propounding Party: Plaintiff Metro-Goldwyn-Mayer Studios Inc.

Responding Party: Defendant Aaron Berg

Set Number: One

Pursuant to Federal Rule of Civil Procedure 34, Local Rule 34 of the United States District Court for the Central District of California, and the Court's order regarding expedited discovery, plaintiff Metro-Goldwyn-Mayer Studios Inc. demands that defendant Aaron Berg produce and permit the inspection and copying of all documents designated below that are in his possession, custody, or control at the offices of O'Melveny & Myers LLP, 1999 Avenue of the Stars, Suite 700, Los Angeles, California 90067 within thirty (30) days of the date of the Court's order regarding expedited discovery. Pursuant to Federal Rule of Civil Procedure 34(b) and the Court's order regarding expedited discovery, defendant must also serve written responses to the requests for production of documents within thirty (30) days of the date of the Court's order regarding expedited discovery.

DEFINITIONS

General Definitions.

1. “COMMUNICATION[S]” means any DOCUMENT that comprises, embodies, reflects, or refers to any transmission of information from one person to another, including, without limitation, by personal meeting, conversation, letter, telephone, facsimile, electronic mail, instant messaging, text messaging, or development notes. Each request that encompasses information relating in any way to COMMUNICATIONS to, from, or within a business or corporate entity is hereby designated to mean, and should be construed to include, all COMMUNICATIONS by and between representatives, employees, agents, or servants of the business or corporate entity. Any reference to “all COMMUNICATIONS” refers to all DOCUMENTS that RELATE TO COMMUNICATIONS.

2. “DOCUMENT[S]” shall be construed in the broadest sense to mean any and all writings, tangible things, and property of any kind that are now or that have been in YOUR actual or constructive possession, custody, or control, including, but not limited to: any handwritten, typewritten, printed, drawn, charted, taped, filmed, copied, recorded, transcribed, graphic, or photographic matter of any kind or nature, in, through, or from which information may be embodied, translated, conveyed, or stored, whether an original, a draft, or copy, however produced or reproduced, whether sent or received or neither, including, but not limited to, notes, memoranda, correspondence, text messages, instant messages, letters, facsimiles and facsimile transmittals, reports, inter- and intra-office COMMUNICATIONS, buck slips, work papers, work sheets, work records, ledgers, graphs, indexes, advertisements, brochures, bills, time cards, receipts, purchase orders, telephone records, literature, invoices, contracts, estimates, recordings, transcriptions of recordings, records, books, pamphlets, periodicals, publications, papers, tapes, video, audio and digital recordings, television commercials, website or other spot advertisements, prototypes, products, calendars, charts, diaries, drawings, sketches, messages, photographs, and any “active” or “backup” data contained in or accessible through any electronic data processing system, including, but not limited to, computer databases, data compilations, computer files and tapes, computer disks, CD-ROMs, DVDs, flash drives, thumb drives, hard drives, computer metadata, electronic mail, online or network storage, website and web pages and transcriptions thereof, Internet social networking sites, and all other memorializations of any conversations, meetings, and conferences, by telephone or otherwise. The term DOCUMENT also means every copy of a DOCUMENT, where such copy is not an identical duplicate of the original, whether because of deletions, underlinings, showing of blind copies, initialing, signatures, receipt stamps, comments, notations, differences in stationery, or any

1 other difference or modification of any kind. The term DOCUMENT includes
2 COMMUNICATIONS.

3 3. “PERSON” means any natural person, firm, association, organization,
4 partnership, business trust, corporation, company, public entity, or other legal entity
5 or organization separately identifiable, and any department(s) or division(s) therein.

6 4. “RELATE[D] TO” means a DOCUMENT or DOCUMENTS that
7 concern, refer to, summarize, reflect, constitute, comprise, state, contain, embody,
8 pertain to, identify, study, are involved with, mention, discuss, consist of, show,
9 comment upon, evidence, support, respond to, deal with, describe, analyze, refute,
10 contradict, or are in any way pertinent to that subject, directly or indirectly, in
11 whole or in part.

12 5. The terms “and” and “or” will be construed both conjunctively and
13 disjunctively, and each will include the other whenever such a dual construction
14 would serve to bring within a category DOCUMENTS or information that would
15 not otherwise be within its scope.

16 6. The terms “all” or “any” mean “any, all, each, and every.”

17 7. The singular form shall include the plural and vice versa whenever
18 such dual construction will serve to bring within the scope of any Request
19 DOCUMENTS that would otherwise not be brought within its scope.

20 21 Case-Specific Definitions.

22 1. “JAMES BOND” means the character James Bond created by author
23 Ian Fleming and featured in the JAMES BOND LITERARY WORKS and the
24 JAMES BOND MOTION PICTURES.

25 2. “JAMES BOND LITERARY WORKS” means any novels, short
26 stories, collections, and/or serials that feature, in part, JAMES BOND, including,
27 but not limited to, *Dr. No*, *From Russia With Love*, *Goldfinger*, *Thunderball*, *You*
28 *Only Live Twice*, *On Her Majesty’s Secret Service*, *Diamonds Are Forever*, *Live*

1 *and Let Die, The Man With the Golden Gun, The Spy Who Loved Me, Moonraker,*
 2 *For Your Eyes Only, Octopussy, A View to a Kill, The Living Daylights, Casino*
 3 *Royale, and Quantum of Solace.*

4 3. “JAMES BOND MOTION PICTURES” means any motion pictures or
 5 television shows that feature, in part, JAMES BOND, including, but not limited to,
 6 *Dr. No, From Russia With Love, Goldfinger, Thunderball, You Only Live Twice,*
 7 *Casino Royale (1967), On Her Majesty’s Secret Service, Diamonds Are Forever,*
 8 *Live and Let Die, The Man With the Golden Gun, The Spy Who Loved Me,*
 9 *Moonraker, For Your Eyes Only, Octopussy, Never Say Never Again, A View to a*
 10 *Kill, The Living Daylights, License to Kill, GoldenEye, Tomorrow Never Dies, The*
 11 *World is Not Enough, Die Another Day, Casino Royale (2006), Quantum of Solace,*
 12 *and Skyfall.*

13 4. “JAMES BOND WORKS” means the JAMES BOND LITERARY
 14 WORKS and the JAMES BOND MOTION PICTURES.

15 5. “MOTION PICTURE” means a motion picture based in whole or in
 16 part on the SCREENPLAY, regardless of what the motion picture is titled.

17 6. “SCREENPLAY” means the screenplay titled *Section 6* purportedly
 18 authored by YOU, including any prior or later draft, version, iteration, revision, or
 19 adaptation thereof.

20 7. “SECTION 6 PRODUCERS” means any one or more PERSONS who
 21 have been, or currently are, involved in developing, preparing, supervising, or
 22 otherwise working on the SCREENPLAY or the MOTION PICTURE, including,
 23 but not limited to, Lawrence Grey, Grey Matter Productions, Marc Platt, Marc Platt
 24 Productions, Adam Siegel, Nira Park, and/or Big Talk Pictures.

25 8. “UNIVERSAL” means defendants Universal City Studios LLC and
 26 NBCUniversal Media, LLC, as well as all their parents, subsidiaries, or other
 27 affiliates, predecessor or successor companies, any and all divisions of either entity,
 28 and any and all present and former officers, directors, representatives, shareholders,

1 agents, employees, attorneys, accountants, investigators, or any other PERSON,
2 and/or affiliate acting on any of their behalves.

3 9. "YOU" or "YOUR" means defendant Aaron Berg together with any
4 present or former employees, agents, managers, attorneys, representatives,
5 accountants, or other PERSON(S) acting on Mr. Berg's behalf. If "Aaron Berg" is
6 a pseudonym or otherwise represents one or more other PERSONS, "YOU" or
7 "YOUR" means the PERSON or PERSONS who wrote the SCREENPLAY or who
8 purport to be the screenwriter known as "Aaron Berg," together with any present or
9 former employees, agents, managers, attorneys, representatives, accountants, or
10 other PERSON(S) acting on his, her, or their behalves.

11 **INSTRUCTIONS**

12 1. These Requests call for the production of all responsive
13 DOCUMENTS that are within YOUR possession, custody, or control. A document
14 is in YOUR "possession, custody, or control" if it is in YOUR physical possession,
15 or if, as a practical matter, YOU have the ability, upon request, to obtain possession
16 of the DOCUMENT or a copy thereof from another PERSON or entity that has
17 physical possession of the DOCUMENT.

18 2. Whenever YOU object to a particular Request, or portion thereof,
19 YOU must produce all DOCUMENTS called for which are not subject to that
20 objection.

21 3. If any DOCUMENT, or any portion of a DOCUMENT, covered by
22 these Requests is withheld by reason of a claim of attorney-client privilege, attorney
23 work product protection, or any other privilege or protection, furnish a log
24 providing the following information with respect to each such withheld
25 DOCUMENT: date, author, recipients, general subject matter, subject line (if
26 applicable), and legal basis upon which the DOCUMENT has been withheld. If
27 work product protection is asserted, also include the matter for which the document
28 was created.

1 4. With respect to any DOCUMENT maintained or stored electronically,
2 harvest it in a manner that maintains the integrity and readability of all data,
3 including all metadata.

4 5. Produce all DOCUMENTS maintained or stored electronically in TIFF
5 format (branded with production numbers and, as appropriate, redactions)
6 accompanied by data files which reference the beginning and ending image bates
7 numbers of each document and associated image cross-reference files, family group
8 indications, and with all metadata intact and in an appropriate and useable manner.
9 Encrypted or password-protected DOCUMENTS should be produced in a form
10 permitting them to be reviewed.

11 6. Produce Microsoft Excel and other spreadsheet files in native format.

12 7. Organize electronic DOCUMENTS produced for inspection in the
13 same manner that YOU store them (*e.g.*, if maintained by a custodian, such as email
14 residing on an email server, organize DOCUMENTS for production by custodian;
15 if maintained in a subfolder of “My documents” on a custodian’s hard drive,
16 organize DOCUMENTS for production by custodian with path information
17 preserved, etc.).

18 8. To the extent responsive DOCUMENTS reside in databases and other
19 such systems and files, YOU are requested to produce the relevant database(s) in
20 useable form and/or permit access for inspection, review, and extraction of
21 responsive information.

22 9. These requests require production of paper DOCUMENTS in the same
23 form and same order as they are kept in the usual course of business, or organized
24 and labeled to correspond with the Requests set forth below. If you choose the
25 former method, the DOCUMENTS are to be produced in the boxes, file folders,
26 bindings, or other containers in which the DOCUMENTS are found. The titles,
27 labels, or other descriptions on the boxes, file folders, bindings, or other containers
28 are to be left intact.

10. For any DOCUMENT or category of DOCUMENTS that was, but no longer is, in YOUR possession, custody, or control, describe each such DOCUMENT as completely as possible and provide the following information:

- (a) The reason the DOCUMENT is no longer in YOUR possession, custody, or control;
- (b) The PERSON or entity, if any, who has possession, custody, or control or, if unknown, so state;
- (c) If the DOCUMENT was destroyed or otherwise disposed of, state (i) the manner of disposal (*i.e.*, destruction, loss, discarding, or other means of disposal); (ii) the date of disposal; (iii) the reason for disposal; (iv) the PERSON authorizing disposal; (v) the PERSON disposing of the DOCUMENT; and (vi) the name, address, and business affiliation of the most recent custodian of the DOCUMENT.

11. Pursuant to Federal Rule of Civil Procedure 26(e)(1), these Requests impose a continuing obligation subsequent to YOUR initial production to timely supplement YOUR response or production if YOU determine that YOUR response or production is incomplete or incorrect.

REQUESTS FOR PRODUCTION

1. All versions and drafts of the SCREENPLAY, including all versions and drafts of the SCREENPLAY that YOU directly or indirectly provided to any PERSON including any agents, managers, attorneys, producers, or any other representatives, or motion picture studios (such as UNIVERSAL).

2. DOCUMENTS sufficient to identify all literary, motion picture, research, or other materials YOU read, viewed, heard, recalled from memory, or relied upon in connection with writing the SCREENPLAY.

3. DOCUMENTS sufficient to identify all PERSONS to whom YOU provided the SCREENPLAY or who YOU allowed to read the SCREENPLAY.

1 4. All cover letters, transmittal letters, buck slips, notes, or other
2 COMMUNICATIONS included with or attached to any copy of the
3 SCREENPLAY provided to any PERSON for any purpose.

4 5. All COMMUNICATIONS between YOU and any PERSON in
5 connection with that PERSON'S receipt or review of the SCREENPLAY.

6 6. All COMMUNICATIONS YOU received indicating whether any
7 PERSON was or was not interested in acquiring, licensing, or optioning any rights
8 to the SCREENPLAY.

9 7. All COMMUNICATIONS with any of YOUR agents, managers, or
10 representatives RELATED TO the SCREENPLAY.

11 8. All COMMUNICATIONS with the SECTION 6 PRODUCERS
12 RELATED TO the SCREENPLAY.

13 9. All COMMUNICATIONS with the SECTION 6 PRODUCERS
14 RELATED TO the MOTION PICTURE.

15 10. All COMMUNICATIONS with the SECTION 6 PRODUCERS
16 RELATED TO JAMES BOND.

17 11. All COMMUNICATIONS with the SECTION 6 PRODUCERS
18 RELATED TO the JAMES BOND WORKS.

19 12. All COMMUNICATIONS with UNIVERSAL RELATED TO the
20 SCREENPLAY.

21 13. All COMMUNICATIONS with UNIVERSAL RELATED TO the
22 MOTION PICTURE.

23 14. All DOCUMENTS and COMMUNICATIONS that mention or refer to
24 one or more of the plaintiffs.

25 15. All DOCUMENTS and COMMUNICATIONS that mention or refer to
26 JAMES BOND.

1 16. All DOCUMENTS and COMMUNICATIONS that mention or refer to
2 any of the JAMES BOND WORKS or any of their titles, characters, plots,
3 dialogue, settings, themes, or other literary or dramatic elements.

4 17. All DOCUMENTS and COMMUNICATIONS that contain the words
5 “Bond,” “James Bond,” “007,” “00,” “double-O,” “will return,” “M,” “Q,”
6 “Money Penny,” “Bond Girls,” the name of any other character in any of the
7 JAMES BOND WORKS, “license to kill,” or “his [or her] majesty’s secret
8 service.”

9 18. All DOCUMENTS RELATED TO any agreements or contracts YOU
10 have negotiated, are negotiating, or have entered into with UNIVERSAL or any
11 parent or subsidiary of UNIVERSAL RELATED TO the SCREENPLAY.

12 19. All DOCUMENTS RELATED TO any monetary or other
13 consideration YOU have received, or may receive in the future, RELATED TO the
14 SCREENPLAY.

15 20. All DOCUMENTS RELATED TO any financial consideration YOU
16 received, or may receive in the future, RELATED TO the MOTION PICTURE.

17 21. All DOCUMENTS RELATED TO any edits, revisions, rewrites, or
18 changes any PERSON suggested be made, requested be made, directed be made, or
19 considered making to the SCREENPLAY.

20 22. All DOCUMENTS RELATED TO any edits, revisions, rewrites, or
21 changes any PERSON has made to the SCREENPLAY.

22 23. All DOCUMENTS RELATED TO any COMMUNICATIONS
23 between plaintiffs and/or plaintiffs’ counsel, on the one hand, and UNIVERSAL,
24 on the other hand, RELATED TO the SCREENPLAY, including, but not limited
25 to, the correspondence sent by plaintiffs and/or plaintiffs’ counsel to UNIVERSAL
26 dated October 23, 2013, November 18, 2013, November 27, 2013, and March 26,
27 2014, and the correspondence sent by UNIVERSAL to plaintiffs and/or plaintiffs’
28

1 counsel dated November 26, 2013 and March 31, 2014, or the subjects raised
2 therein.

3 24. All DOCUMENTS RELATED TO whether the SCREENPLAY or the
4 MOTION PICTURE violates or may violate any PERSON'S intellectual property
5 rights or other rights.

6 25. To the extent not produced in response to any prior request, all
7 DOCUMENTS and COMMUNICATIONS RELATED TO the SCREENPLAY
8 and/or the MOTION PICTURE.

9
10 Dated: April 4, 2014

ROBERT M. SCHWARTZ
CASSANDRA L. SETO
BRIAN J. FINKELSTEIN
O'MELVENY & MYERS LLP

MARC A. BECKER
QUINN EMANUEL URQUHART
& SULLIVAN, LLP

11
12
13
14
15
16 By: _____
17 Robert M. Schwartz
18 Attorneys for Plaintiffs Danjaq, LLC; Metro-
19 Goldwyn-Mayer Studios Inc.; United Artists
20 Corporation; Seventeen Leasing
21 Corporation; Eighteen Leasing Corporation;
22 Nineteen Leasing Corporation; Twenty
23 Leasing Corporation; Twenty-One Leasing
24 Company LLC
25
26
27
28

EXHIBIT D

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 Telephone: (213) 443-3000

Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA**

DANJAQ, LLC, a Delaware limited liability company; METRO-GOLDWYN-MAYER STUDIOS INC., a Delaware corporation; UNITED ARTISTS CORPORATION, a Delaware corporation; SEVENTEEN LEASING CORPORATION, a Delaware corporation; EIGHTEEN LEASING CORPORATION, a Delaware corporation; NINETEEN LEASING CORPORATION, a Delaware corporation; TWENTY LEASING CORPORATION, a Delaware corporation; and TWENTY-ONE LEASING COMPANY LLC, a Delaware limited liability company,

Plaintiffs,

vs.

UNIVERSAL CITY STUDIOS LLC, a Delaware limited liability company; NBCUNIVERSAL MEDIA, LLC, a Delaware limited liability company; and AARON BERG, an individual,

Defendants.

Case No. 2:14-cv-02527 DDP-Ex

PLAINTIFF METRO-GOLDWYN-MAYER STUDIOS INC.'S FIRST SET OF INTERROGATORIES TO DEFENDANT UNIVERSAL CITY STUDIOS LLC

Propounding Party: Plaintiff Metro-Goldwyn-Mayer Studios Inc.

Responding Party: Defendant Universal City Studios LLC

Set Number: One

Pursuant to Federal Rule of Civil Procedure 33, Local Rule 33 of the United States District Court for the Central District of California, and the Court's order regarding expedited discovery, plaintiff Metro-Goldwyn-Mayer Studios Inc. demands that defendant Universal City Studios LLC answer these Interrogatories, separately and fully, in writing and under oath, and that the answers be signed by YOU and served within thirty (30) days of the date of the Court's order regarding expedited discovery, at the law offices of O'Melveny & Myers LLP, 1999 Avenue of the Stars, Suite 700, Los Angeles, CA 90067.

DEFINITIONS

1. “BERG” means defendant Aaron Berg together with any present or former employees, agents, managers, attorneys, representatives, accountants, or other PERSON(S) acting on Mr. Berg’s behalf. If “Aaron Berg” is a pseudonym or otherwise represents one or more other PERSONS, “BERG” means the PERSON or PERSONS who wrote the SCREENPLAY or who purport to be the screenwriter known as “Aaron Berg,” together with any present or former employees, agents, managers, attorneys, representatives, accountants, or other PERSON(S) acting on his, her, or their behalves.

2. “DESCRIBE” shall mean, and shall require you to: (1) provide detailed information such as the date, time, place, and circumstances RELATING TO the topic, contention, allegation, subject, event, or issue; (2) state all facts RELATING TO the topic, contention, allegation, subject, event, or issue; and (3) state all PERSONS who you know or believe have knowledge or information RELATING TO the topic, contention, allegation, subject, event, or issue.

1 3. “IDENTIFY,” “IDENTITY,” or “IDENTIFIED” means:

2 a. When used in reference to a natural person, it means to state the
3 person’s full name, present or last-known full home address(es),
4 present or last-known telephone number(s), present business
5 affiliation(s), and present or last-known full business mailing
6 address(es); and

7 b. When used in reference to an organization, it means to state the
8 organization’s full name and, if it is a corporation, partnership,
9 or other business entity, the full address of its principal place of
10 business, otherwise, state the organization’s present or last-
11 known full mailing address(es).

12 4. “MOTION PICTURE” means a motion picture based in whole or in
13 part on the SCREENPLAY, regardless of what the motion picture is titled.

14 5. “PERSON” means any natural person, firm, association, organization,
15 partnership, business trust, corporation, company, public entity, or other legal entity
16 or organization separately identifiable, and any department(s) or division(s) therein.

17 6. “RELATE[D] TO” or “RELATING TO” shall be interpreted in its
18 customary broad sense and shall include without limitation concerning, referring to,
19 summarizing, reflecting, constituting, comprising, stating, containing, embodying,
20 pertaining to, identifying, studying, involving, mentioning, discussing, consisting
21 of, showing, commenting upon, evidencing, supporting, responding to, dealing
22 with, describing, analyzing, refuting, contradicting, or is in any way pertinent to
23 that subject, directly or indirectly, in whole or in part.

24 7. “SCREENPLAY” means the screenplay titled *Section 6* purportedly
25 authored by BERG, including any prior or later draft, version, iteration, revision, or
26 adaptation thereof.

27 8. “SECTION 6 PRODUCERS” means any one or more PERSONS who
28 have been, or currently are, involved in developing, preparing, supervising, or

1 otherwise working on the SCREENPLAY or the MOTION PICTURE, including,
 2 but not limited to, Lawrence Grey, Grey Matter Productions, Marc Platt, Marc Platt
 3 Productions, Adam Siegel, Nira Park, and/or Big Talk Pictures.

4 9. "YOU" or "YOUR" means defendant Universal City Studios LLC as
 5 well as all parents, subsidiaries, or other affiliates, predecessor or successor
 6 companies, any and all divisions, and any and all present and former officers,
 7 directors, representatives, shareholders, agents, employees, attorneys, accountants,
 8 investigators, or any other PERSON, and/or affiliate acting on any of their
 9 behalves.

10 10. The terms "and" and "or" will be construed both conjunctively and
 11 disjunctively, and each will include the other whenever such a dual construction
 12 would serve to bring within a category documents or information that would not
 13 otherwise be within its scope.

14 11. The terms "all" or "any" mean "any, all, each, and every."

15 12. The singular form shall include the plural and vice versa whenever
 16 such dual construction will serve to bring within the scope of any Interrogatory
 17 information that would otherwise not be brought within its scope.

18 **INTERROGATORIES**

19 **Interrogatory No. 1:**

20 IDENTIFY all PERSONS who contributed any ideas, expression, or content
 21 to the SCREENPLAY since October 11, 2013.

22 **Interrogatory No. 2:**

23 For each PERSON IDENTIFIED in response to the previous Interrogatory,
 24 DESCRIBE fully and in detail, all ideas, expression, or content each such PERSON
 25 contributed to the SCREENPLAY since October 11, 2013.

26 **Interrogatory No. 3:**

27 IDENTIFY all PERSONS to whom YOU provided the SCREENPLAY or
 28 who YOU allowed to read the SCREENPLAY.

1 **Interrogatory No. 4:**

2 IDENTIFY all PERSONS with whom YOU consulted or who participated in
3 YOUR decision to option or acquire any rights in the SCREENPLAY, including
4 without limitation any rights to develop, produce, or exploit a motion picture based
5 on the SCREENPLAY.

6 **Interrogatory No. 5:**

7 IDENTIFY all PERSONS whose services YOU have engaged, or are in the
8 process of engaging, to revise, rewrite, polish, or perform any other writing services
9 in connection with the SCREENPLAY.

10 **Interrogatory No. 6:**

11 IDENTIFY all PERSONS who are supervising or reviewing, or who have
12 been asked to supervise or review, the work of other PERSONS who are revising,
13 rewriting, polishing, or performing other writing services in connection with the
14 SCREENPLAY.

15 **Interrogatory No. 7:**

16 State the Bates numbers (or other document production reference numbers)
17 on the first and last pages of the version(s) of the SCREENPLAY YOU received
18 from BERG, as requested in Request for Production 1(a) of Plaintiff Metro-
19 Goldwyn-Mayer Studios Inc.'s First Set Of Requests For Production Of Documents
20 To YOU. If YOU did not mark the document(s) with such numbers, describe fully
21 and in detail how to identify within YOUR document production the version(s) of
22 the SCREENPLAY requested under Request for Production 1(a).

23 **Interrogatory No. 8:**

24 State the Bates numbers (or other document production reference numbers)
25 on the first and last pages of the most recent version of the SCREENPLAY, as
26 requested in Request for Production 1(b) of Plaintiff Metro-Goldwyn-Mayer
27 Studios Inc.'s First Set Of Requests For Production Of Documents To YOU. If
28 YOU did not mark the most recent version of SCREENPLAY with such numbers,

1 describe fully and in detail how to identify within YOUR document production the
2 version of the SCREENPLAY requested under Request for Production 1(b).

3 **Interrogatory No. 9:**

4 State the Bates numbers (or other document production reference numbers)
5 on the first and last pages of the version(s) of the SCREENPLAY YOU gave or
6 sent to any PERSON, as requested in Request for Production 1(c) of Plaintiff
7 Metro-Goldwyn-Mayer Studios Inc.'s First Set Of Requests For Production Of
8 Documents To YOU. If YOU did not mark the document(s) with such numbers,
9 describe fully and in detail how to identify within YOUR document production the
10 version(s) of the SCREENPLAY requested under Request for Production 1(c).

11 **Interrogatory No. 10:**

12 IDENTIFY each of YOUR employees who has input into or responsibility
13 for deciding whether to approve (*i.e.*, "green light") the MOTION PICTURE for
14 production.

15 **Interrogatory No. 11:**

16 IDENTIFY each producer who developed, prepared, supervised, contributed
17 to, has been attached to, or otherwise worked on the SCREENPLAY or the
18 MOTION PICTURE.

19 **Interrogatory No. 12:**

20 State any tentative or firm dates on which YOU have scheduled the
21 commencement of, or anticipate commencing, principal photography of the
22 MOTION PICTURE.

23 **Interrogatory No. 13:**

24 State any tentative or firm dates on which YOU have scheduled or anticipate
25 theatrically releasing the MOTION PICTURE in the United States.
26
27
28

1 Dated: April 4, 2014

ROBERT M. SCHWARTZ
CASSANDRA L. SETO
BRIAN J. FINKELSTEIN
O'MELVENY & MYERS LLP

MARC A. BECKER
QUINN EMANUEL URQUHART
& SULLIVAN, LLP

By: _____
Robert M. Schwartz
Attorneys for Plaintiffs Danjaq, LLC; Metro-
Goldwyn-Mayer Studios Inc.; United Artists
Corporation; Seventeen Leasing
Corporation; Eighteen Leasing Corporation;
Nineteen Leasing Corporation; Twenty
Leasing Corporation; Twenty-One Leasing
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EXHIBIT E

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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

DANJAQ, LLC, a Delaware limited liability company; METRO-GOLDWYN-MAYER STUDIOS INC., a Delaware corporation; UNITED ARTISTS CORPORATION, a Delaware corporation; SEVENTEEN LEASING CORPORATION, a Delaware corporation; EIGHTEEN LEASING CORPORATION, a Delaware corporation; NINETEEN LEASING CORPORATION, a Delaware corporation; TWENTY LEASING CORPORATION, a Delaware corporation; and TWENTY-ONE LEASING COMPANY LLC, a Delaware limited liability company,

Plaintiffs,

vs.

UNIVERSAL CITY STUDIOS LLC, a Delaware limited liability company; NBCUNIVERSAL MEDIA, LLC, a Delaware limited liability company; and AARON BERG, an individual,

Defendants.

Case No. 2:14-cv-02527 DDP-Ex

PLAINTIFF METRO-GOLDWYN-MAYER STUDIOS INC.'S FIRST SET OF INTERROGATORIES TO DEFENDANT NBCUNIVERSAL MEDIA, LLC

Propounding Party: Plaintiff Metro-Goldwyn-Mayer Studios Inc.

Responding Party: Defendant NBCUniversal Media, LLC

Set Number: One

Pursuant to Federal Rule of Civil Procedure 33, Local Rule 33 of the United States District Court for the Central District of California, and the Court's order regarding expedited discovery, plaintiff Metro-Goldwyn-Mayer Studios Inc. demands that defendant NBCUniversal Media, LLC answer these Interrogatories, separately and fully, in writing and under oath, and that the answers be signed by YOU and served within thirty (30) days of the date of the Court's order regarding expedited discovery, at the law offices of O'Melveny & Myers LLP, 1999 Avenue of the Stars, Suite 700, Los Angeles, CA 90067.

DEFINITIONS

1. “BERG” means defendant Aaron Berg together with any present or former employees, agents, managers, attorneys, representatives, accountants, or other PERSON(S) acting on Mr. Berg’s behalf. If “Aaron Berg” is a pseudonym or otherwise represents one or more other PERSONS, “BERG” means the PERSON or PERSONS who wrote the SCREENPLAY or who purport to be the screenwriter known as “Aaron Berg,” together with any present or former employees, agents, managers, attorneys, representatives, accountants, or other PERSON(S) acting on his, her, or their behalves.

2. “DESCRIBE” shall mean, and shall require you to: (1) provide detailed information such as the date, time, place, and circumstances RELATING TO the topic, contention, allegation, subject, event, or issue; (2) state all facts RELATING TO the topic, contention, allegation, subject, event, or issue; and (3) state all PERSONS who you know or believe have knowledge or information RELATING TO the topic, contention, allegation, subject, event, or issue.

1 3. “IDENTIFY,” “IDENTITY,” or “IDENTIFIED” means:

2 a. When used in reference to a natural person, it means to state the
3 person’s full name, present or last-known full home address(es),
4 present or last-known telephone number(s), present business
5 affiliation(s), and present or last-known full business mailing
6 address(es); and

7 b. When used in reference to an organization, it means to state the
8 organization’s full name and, if it is a corporation, partnership,
9 or other business entity, the full address of its principal place of
10 business, otherwise, state the organization’s present or last-
11 known full mailing address(es).

12 4. “MOTION PICTURE” means a motion picture based in whole or in
13 part on the SCREENPLAY, regardless of what the motion picture is titled.

14 5. “PERSON” means any natural person, firm, association, organization,
15 partnership, business trust, corporation, company, public entity, or other legal entity
16 or organization separately identifiable, and any department(s) or division(s) therein.

17 6. “RELATE[D] TO” or “RELATING TO” shall be interpreted in its
18 customary broad sense and shall include without limitation concerning, referring to,
19 summarizing, reflecting, constituting, comprising, stating, containing, embodying,
20 pertaining to, identifying, studying, involving, mentioning, discussing, consisting
21 of, showing, commenting upon, evidencing, supporting, responding to, dealing
22 with, describing, analyzing, refuting, contradicting, or is in any way pertinent to
23 that subject, directly or indirectly, in whole or in part.

24 7. “SCREENPLAY” means the screenplay titled *Section 6* purportedly
25 authored by BERG, including any prior or later draft, version, iteration, revision, or
26 adaptation thereof.

27 8. “SECTION 6 PRODUCERS” means any one or more PERSONS who
28 have been, or currently are, involved in developing, preparing, supervising, or

1 otherwise working on the SCREENPLAY or the MOTION PICTURE, including,
 2 but not limited to, Lawrence Grey, Grey Matter Productions, Marc Platt, Marc Platt
 3 Productions, Adam Siegel, Nira Park, and/or Big Talk Pictures.

4 9. "YOU" or "YOUR" means defendant NBCUniversal Media, LLC as
 5 well as all parents, subsidiaries, or other affiliates, predecessor or successor
 6 companies, any and all divisions, and any and all present and former officers,
 7 directors, representatives, shareholders, agents, employees, attorneys, accountants,
 8 investigators, or any other PERSON, and/or affiliate acting on any of their
 9 behalves.

10 10. The terms "and" and "or" will be construed both conjunctively and
 11 disjunctively, and each will include the other whenever such a dual construction
 12 would serve to bring within a category documents or information that would not
 13 otherwise be within its scope.

14 11. The terms "all" or "any" mean "any, all, each, and every."

15 12. The singular form shall include the plural and vice versa whenever
 16 such dual construction will serve to bring within the scope of any Interrogatory
 17 information that would otherwise not be brought within its scope.

18 **INTERROGATORIES**

19 **Interrogatory No. 1:**

20 IDENTIFY all PERSONS who contributed any ideas, expression, or content
 21 to the SCREENPLAY since October 11, 2013.

22 **Interrogatory No. 2:**

23 For each PERSON IDENTIFIED in response to the previous Interrogatory,
 24 DESCRIBE fully and in detail, all ideas, expression, or content each such PERSON
 25 contributed to the SCREENPLAY since October 11, 2013.

26 **Interrogatory No. 3:**

27 IDENTIFY all PERSONS to whom YOU provided the SCREENPLAY or
 28 who YOU allowed to read the SCREENPLAY.

1 **Interrogatory No. 4:**

2 IDENTIFY all PERSONS with whom YOU consulted or who participated in
3 YOUR decision to option or acquire any rights in the SCREENPLAY, including
4 without limitation any rights to develop, produce, or exploit a motion picture based
5 on the SCREENPLAY.

6 **Interrogatory No. 5:**

7 IDENTIFY all PERSONS whose services YOU have engaged, or are in the
8 process of engaging, to revise, rewrite, polish, or perform any other writing services
9 in connection with the SCREENPLAY.

10 **Interrogatory No. 6:**

11 IDENTIFY all PERSONS who are supervising or reviewing, or who have
12 been asked to supervise or review, the work of other PERSONS who are revising,
13 rewriting, polishing, or performing other writing services in connection with the
14 SCREENPLAY.

15 **Interrogatory No. 7:**

16 State the Bates numbers (or other document production reference numbers)
17 on the first and last pages of the version(s) of the SCREENPLAY YOU received
18 from BERG, as requested in Request for Production 1(a) of Plaintiff Metro-
19 Goldwyn-Mayer Studios Inc.'s First Set Of Requests For Production Of Documents
20 To YOU. If YOU did not mark the document(s) with such numbers, describe fully
21 and in detail how to identify within YOUR document production the version(s) of
22 the SCREENPLAY requested under Request for Production 1(a).

23 **Interrogatory No. 8:**

24 State the Bates numbers (or other document production reference numbers)
25 on the first and last pages of the most recent version of the SCREENPLAY, as
26 requested in Request for Production 1(b) of Plaintiff Metro-Goldwyn-Mayer
27 Studios Inc.'s First Set Of Requests For Production Of Documents To YOU. If
28 YOU did not mark the most recent version of SCREENPLAY with such numbers,

1 describe fully and in detail how to identify within YOUR document production the
2 version of the SCREENPLAY requested under Request for Production 1(b).

3 **Interrogatory No. 9:**

4 State the Bates numbers (or other document production reference numbers)
5 on the first and last pages of the version(s) of the SCREENPLAY YOU gave or
6 sent to any PERSON, as requested in Request for Production 1(c) of Plaintiff
7 Metro-Goldwyn-Mayer Studios Inc.'s First Set Of Requests For Production Of
8 Documents To YOU. If YOU did not mark the document(s) with such numbers,
9 describe fully and in detail how to identify within YOUR document production the
10 version(s) of the SCREENPLAY requested under Request for Production 1(c).

11 **Interrogatory No. 10:**

12 IDENTIFY each of YOUR employees who has input into or responsibility
13 for deciding whether to approve (*i.e.*, "green light") the MOTION PICTURE for
14 production.

15 **Interrogatory No. 11:**

16 IDENTIFY each producer who developed, prepared, supervised, contributed
17 to, has been attached to, or otherwise worked on the SCREENPLAY or the
18 MOTION PICTURE.

19 **Interrogatory No. 12:**

20 State any tentative or firm dates on which YOU have scheduled the
21 commencement of, or anticipate commencing, principal photography of the
22 MOTION PICTURE.

23 **Interrogatory No. 13:**

24 State any tentative or firm dates on which YOU have scheduled or anticipate
25 theatrically releasing the MOTION PICTURE in the United States.
26
27
28

1 Dated: April 4, 2014

ROBERT M. SCHWARTZ
CASSANDRA L. SETO
BRIAN J. FINKELSTEIN
O'MELVENY & MYERS LLP

MARC A. BECKER
QUINN EMANUEL URQUHART
& SULLIVAN, LLP

By: _____
Robert M. Schwartz
Attorneys for Plaintiffs Danjaq, LLC; Metro-
Goldwyn-Mayer Studios Inc.; United Artists
Corporation; Seventeen Leasing
Corporation; Eighteen Leasing Corporation;
Nineteen Leasing Corporation; Twenty
Leasing Corporation; Twenty-One Leasing
Company LLC

EXHIBIT F

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 Los Angeles, California 90017
 Telephone: (213) 443-3000

Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA**

DANJAQ, LLC, a Delaware limited liability company; METRO-GOLDWYN-MAYER STUDIOS INC., a Delaware corporation; UNITED ARTISTS CORPORATION, a Delaware corporation; SEVENTEEN LEASING CORPORATION, a Delaware corporation; EIGHTEEN LEASING CORPORATION, a Delaware corporation; NINETEEN LEASING CORPORATION, a Delaware corporation; TWENTY LEASING CORPORATION, a Delaware corporation; and TWENTY-ONE LEASING COMPANY LLC, a Delaware limited liability company,

Plaintiffs,

vs.

UNIVERSAL CITY STUDIOS LLC, a Delaware limited liability company; NBCUNIVERSAL MEDIA, LLC, a Delaware limited liability company; and AARON BERG, an individual,

Defendants.

Case No. 2:14-cv-02527 DDP-Ex

PLAINTIFF METRO-GOLDWYN-MAYER STUDIOS INC.'S FIRST SET OF INTERROGATORIES TO DEFENDANT AARON BERG

Propounding Party: Plaintiff Metro-Goldwyn-Mayer Studios Inc.

Responding Party: Defendant Aaron Berg

Set Number: One

Pursuant to Federal Rule of Civil Procedure 33, Local Rule 33 of the United States District Court for the Central District of California, and the Court's order regarding expedited discovery, plaintiff Metro-Goldwyn-Mayer Studios Inc. demands that defendant Aaron Berg answer these Interrogatories, separately and fully, in writing and under oath, and that the answers be signed by YOU and served within thirty (30) days of the date of the Court's order regarding expedited discovery, at the law offices of O'Melveny & Myers LLP, 1999 Avenue of the Stars, Suite 700, Los Angeles, CA 90067.

DEFINITIONS

1. “DESCRIBE” shall mean, and shall require you to: (1) provide detailed information such as the date, time, place, and circumstances RELATING TO the topic, contention, allegation, subject, event, or issue; (2) state all facts RELATING TO the topic, contention, allegation, subject, event, or issue; and (3) state all PERSONS who you know or believe have knowledge or information RELATING TO the topic, contention, allegation, subject, event, or issue.

2. “IDENTIFY,” “IDENTITY,” or “IDENTIFIED” means:

a. When used in reference to a natural person, it means to state the person's full name, present or last-known full home address(es), present or last-known telephone number(s), present business affiliation(s), and present or last-known full business mailing address(es);

b. When used in reference to an organization, it means to state the organization's full name and, if it is a corporation, partnership, or other business entity, the full address of its principal place of

business, otherwise, state the organization's present or last-known full mailing address(es); and

- c. When used in reference to a computer, hard drive, or local or networked computer storage device, it means to state the type of device, its manufacturer and model number, the date on which YOU acquired it or first used it, its current location (and, if it is not in YOUR possession, the date on which it left your possession), and whether it is currently operational (and, if it is not operational, the date on which it ceased operating).

3. "MOTION PICTURE" means a motion picture based in whole or in part on the SCREENPLAY, regardless of what the motion picture is titled.

4. "PERSON" means any natural person, firm, association, organization, partnership, business trust, corporation, company, public entity, or other legal entity or organization separately identifiable, and any department(s) or division(s) therein.

5. "RELATE[D] TO" or "RELATING TO" shall be interpreted in its customary broad sense and shall include without limitation concerning, referring to, summarizing, reflecting, constituting, comprising, stating, containing, embodying, pertaining to, identifying, studying, involving, mentioning, discussing, consisting of, showing, commenting upon, evidencing, supporting, responding to, dealing with, describing, analyzing, refuting, contradicting, or is in any way pertinent to that subject, directly or indirectly, in whole or in part.

6. "SCREENPLAY" means the screenplay titled *Section 6* purportedly authored by YOU, including any prior or later draft, version, iteration, revision, or adaptation thereof.

7. "YOU" or "YOUR" means defendant Aaron Berg together with any present or former employees, agents, managers, attorneys, representatives, accountants, or other PERSON(S) acting on Mr. Berg's behalf. If "Aaron Berg" is a pseudonym or otherwise represents one or more other PERSONS, "YOU" or

1 “YOUR” means the PERSON or PERSONS who wrote the SCREENPLAY or who
 2 purport to be the screenwriter known as “Aaron Berg,” together with any present or
 3 former employees, agents, managers, attorneys, representatives, accountants, or
 4 other PERSON(S) acting on his, her, or their behalves.

5 8. The terms “and” and “or” will be construed both conjunctively and
 6 disjunctively, and each will include the other whenever such a dual construction
 7 would serve to bring within a category documents or information that would not
 8 otherwise be within its scope.

9 9. The terms “all” or “any” mean “any, all, each, and every.”

10 10. The singular form shall include the plural and vice versa whenever
 11 such dual construction will serve to bring within the scope of any Interrogatory
 12 information that would otherwise not be brought within its scope.

13 **INTERROGATORIES**

14 **Interrogatory No. 1:**

15 IDENTIFY the author or authors of the SCREENPLAY, including, but not
 16 limited to, all PERSONS who contributed any ideas, expression, or content to the
 17 SCREENPLAY.

18 **Interrogatory No. 2:**

19 IDENTIFY every PERSON to whom YOU or any of YOUR representatives
 20 provided the SCREENPLAY, or allowed to read the SCREENPLAY, as part of any
 21 effort to pitch, market, generate interest in, sell, offer for sale, or otherwise grant
 22 any rights in or to the SCREENPLAY.

23 **Interrogatory No. 3:**

24 For each PERSON IDENTIFIED in response to the previous Interrogatory,
 25 state the date(s) on which YOU or any of YOUR representatives provided each
 26 such PERSON the SCREENPLAY, or allowed to read the SCREENPLAY, as part
 27 of any effort to pitch, market, generate interest in, sell, offer for sale, or otherwise
 28 grant any rights in or to the SCREENPLAY.

1 **Interrogatory No. 4:**

2 IDENTIFY every PERSON YOU contacted or otherwise communicated with
3 as part of any effort to pitch, market, generate interest in, sell, offer for sale, or
4 otherwise grant any rights in or to the SCREENPLAY.

5 **Interrogatory No. 5:**

6 For each PERSON IDENTIFIED in response to the previous Interrogatory,
7 state the date(s) on which YOU contacted or otherwise communicated with each
8 such PERSON as part of any effort to pitch, market, generate interest in, sell, offer
9 for sale, or otherwise grant any rights in or to the SCREENPLAY.

10 **Interrogatory No. 6:**

11 IDENTIFY all computers, hard drives, and local or networked computer
12 storage devices (including disks, flash drives, thumb drives, etc.) that YOU used in
13 connection with YOUR writing of, or professional efforts RELATED TO, the
14 SCREENPLAY.

15 **Interrogatory No. 7:**

16 DESCRIBE fully and in detail any computer memory or hard drive cleaning
17 or clearing products or programs YOU purchased for, installed on, or used on any
18 of the computers, hard drives, or local or networked computer storage devices
19 IDENTIFIED in response to the previous Interrogatory.
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1 Dated: April 4, 2014

2 ROBERT M. SCHWARTZ
3 CASSANDRA L. SETO
4 BRIAN J. FINKELSTEIN
5 O'MELVENY & MYERS LLP

6
7 MARC A. BECKER
8 QUINN EMANUEL URQUHART
9 & SULLIVAN, LLP

10 By: _____
11 Robert M. Schwartz
12 Attorneys for Plaintiffs Danjaq, LLC; Metro-
13 Goldwyn-Mayer Studios Inc.; United Artists
14 Corporation; Seventeen Leasing
15 Corporation; Eighteen Leasing Corporation;
16 Nineteen Leasing Corporation; Twenty
17 Leasing Corporation; Twenty-One Leasing
18 Company LLC
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EXHIBIT G

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 Telephone: (213) 443-3000

Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA**

DANJAQ, LLC, a Delaware limited liability company; METRO-GOLDWYN-MAYER STUDIOS INC., a Delaware corporation; UNITED ARTISTS CORPORATION, a Delaware corporation; SEVENTEEN LEASING CORPORATION, a Delaware corporation; EIGHTEEN LEASING CORPORATION, a Delaware corporation; NINETEEN LEASING CORPORATION, a Delaware corporation; TWENTY LEASING CORPORATION, a Delaware corporation; and TWENTY-ONE LEASING COMPANY LLC, a Delaware limited liability company,

Plaintiff,

v.

UNIVERSAL CITY STUDIOS LLC, a Delaware limited liability company; NBCUNIVERSAL MEDIA, LLC, a Delaware limited liability company; and AARON BERG, an individual,

Defendant.

Case No. 2:14-cv-02527 DDP-Ex

PLAINTIFF METRO-GOLDWYN-MAYER STUDIOS INC.'S NOTICE OF RULE 30(B)(6) DEPOSITION OF DEFENDANT UNIVERSAL CITY STUDIOS LLC

1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that pursuant to Rule 30(b)(6) of the Federal Rules
3 of Civil Procedure and the Court's order regarding expedited discovery, plaintiff
4 Metro-Goldwyn-Mayer Studios Inc. will take the deposition upon oral examination
5 of defendant Universal City Studios LLC ("Universal") in the above-captioned
6 action at the office of O'Melveny & Myers LLP, 1999 Avenue of the Stars, 7th
7 Floor, Los Angeles, California 90067, commencing at 10 a.m., on _____, or at
8 such other time and place as agreed upon by the parties, and continuing from day to
9 day thereafter until completed (weekends and court holidays excepted), on the
10 subjects set forth in the "Description of Matters on Which Examination is
11 Requested," attached hereto as Attachment A and incorporated herein by reference.
12 The deposition will be taken before an officer authorized to administer oaths in the
13 State of California, and will be recorded by videotape and by stenographic method
14 through the instant visual display of the testimony.

15 Please take further notice that, in accordance with Rule 30(b)(6) and the
16 Court's order regarding expedited discovery, Universal is hereby notified of its
17 obligation to designate a person or persons to testify on its behalf about information
18 known or reasonably available to Universal concerning each of the topics identified
19 in the "Description of Matters on Which Examination is Requested."
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1 Dated: April 4, 2014

2 ROBERT M. SCHWARTZ
3 CASSANDRA L. SETO
4 BRIAN J. FINKELSTEIN
5 O'MELVENY & MYERS LLP

6 MARC A. BECKER
7 QUINN EMANUEL URQUHART
8 & SULLIVAN, LLP

9 By: _____
10 Robert M. Schwartz
11 Attorneys for Plaintiffs Danjaq, LLC;
12 Metro-Goldwyn-Mayer Studios Inc.;
13 United Artists Corporation; Seventeen
14 Leasing Corporation; Eighteen Leasing
15 Corporation; Nineteen Leasing
16 Corporation; Twenty Leasing
17 Corporation; Twenty-One Leasing
18 Company LLC
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1 **ATTACHMENT A**

2 **DESCRIPTION OF MATTERS ON WHICH EXAMINATION IS**
3 **REQUESTED**

4 Pursuant to Federal Rule of Civil Procedure 30(b)(6) and the Court's order
5 regarding expedited discovery, plaintiffs demand that Universal City Studios LLC
6 designate one or more officers, directors, managing agents, or other persons who
7 are most knowledgeable to testify regarding the matters listed below.

8 **DEFINITIONS**

9 1. "SCREENPLAY" means the screenplay titled *Section 6* purportedly
10 authored by defendant Aaron Berg, including any prior or later draft, version,
11 iteration, revision, or adaptation thereof.

12 2. "MOTION PICTURE" means a motion picture based in whole or in
13 part on the SCREENPLAY, regardless of what the motion picture is titled.

14 **SUBJECT MATTERS FOR TESTIMONY**

15 1. The content of the SCREENPLAY in its current form, including any
16 revisions that have been made since October 11, 2013 and any revisions defendants
17 have planned, or are planning, to make.

18 2. The date on which the MOTION PICTURE may or will commence
19 production, or "principal photography," if different.

20 3. The date on which the MOTION PICTURE may or will be initially
21 released to the public in the United States.

EXHIBIT H

ROBERT M. SCHWARTZ (S.B. #117166)
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Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA**

DANJAQ, LLC, a Delaware limited liability company; METRO-GOLDWYN-MAYER STUDIOS INC., a Delaware corporation; UNITED ARTISTS CORPORATION, a Delaware corporation; SEVENTEEN LEASING CORPORATION, a Delaware corporation; EIGHTEEN LEASING CORPORATION, a Delaware corporation; NINETEEN LEASING CORPORATION, a Delaware corporation; TWENTY LEASING CORPORATION, a Delaware corporation; and TWENTY-ONE LEASING COMPANY LLC, a Delaware limited liability company,

Plaintiff,

v.

UNIVERSAL CITY STUDIOS LLC, a Delaware limited liability company; NBCUNIVERSAL MEDIA, LLC, a Delaware limited liability company; and AARON BERG, an individual,

Defendant.

Case No. 2:14-cv-02527 DDP-Ex

PLAINTIFF METRO-GOLDWYN-MAYER STUDIOS INC.'S NOTICE OF RULE 30(B)(6) DEPOSITION OF DEFENDANT NBCUNIVERSAL MEDIA, LLC

1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that pursuant to Rule 30(b)(6) of the Federal Rules
3 of Civil Procedure and the Court's order regarding expedited discovery, plaintiff
4 Metro-Goldwyn-Mayer Studios Inc. will take the deposition upon oral examination
5 of defendant NBCUniversal Media, LLC ("NBCUniversal") in the above-captioned
6 action at the office of O'Melveny & Myers LLP, 1999 Avenue of the Stars, 7th
7 Floor, Los Angeles, California 90067, commencing at 10 a.m., on _____, or at
8 such other time and place as agreed upon by the parties, and continuing from day to
9 day thereafter until completed (weekends and court holidays excepted), on the
10 subjects set forth in the "Description of Matters on Which Examination is
11 Requested," attached hereto as Attachment A and incorporated herein by reference.
12 The deposition will be taken before an officer authorized to administer oaths in the
13 State of California, and will be recorded by videotape and by stenographic method
14 through the instant visual display of the testimony.

15 Please take further notice that, in accordance with Rule 30(b)(6) and the
16 Court's order regarding expedited discovery, NBCUniversal is hereby notified of
17 its obligation to designate the person or persons most knowledgeable and qualified
18 to testify on its behalf about each of the topics identified in the "Description of
19 Matters on Which Examination is Requested."

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1 Dated: April 4, 2014

ROBERT M. SCHWARTZ
CASSANDRA L. SETO
BRIAN J. FINKELSTEIN
O'MELVENY & MYERS LLP

MARC A. BECKER
QUINN EMANUEL URQUHART
& SULLIVAN, LLP

By: _____
Robert M. Schwartz
Attorneys for Plaintiffs Danjaq, LLC;
Metro-Goldwyn-Mayer Studios Inc.;
United Artists Corporation; Seventeen
Leasing Corporation; Eighteen Leasing
Corporation; Nineteen Leasing
Corporation; Twenty Leasing
Corporation; Twenty-One Leasing
Company LLC

1 **ATTACHMENT A**

2 **DESCRIPTION OF MATTERS ON WHICH EXAMINATION IS**
3 **REQUESTED**

4 Pursuant to Federal Rule of Civil Procedure 30(b)(6) and the Court's order
5 regarding expedited discovery, plaintiffs demand that NBCUniversal Media, LLC
6 designate one or more officers, directors, managing agents, or other persons who
7 are most knowledgeable to testify regarding the matters listed below.

8 **DEFINITIONS**

9 1. "SCREENPLAY" means the screenplay titled *Section 6* purportedly
10 authored by defendant Aaron Berg, including any prior or later draft, version,
11 iteration, revision, or adaptation thereof.

12 2. "MOTION PICTURE" means a motion picture based in whole or in
13 part on the SCREENPLAY, regardless of what the motion picture is titled.

14 **SUBJECT MATTERS FOR TESTIMONY**

15 1. The content of the SCREENPLAY in its current form, including any
16 revisions that have been made since October 11, 2013 and any revisions defendants
17 have planned, or are planning, to make.

18 2. The date on which the MOTION PICTURE may or will commence
19 production, or "principal photography," if different.

20 3. The date on which the MOTION PICTURE may or will be initially
21 released to the public in the United States.

EXHIBIT I

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Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA**

DANJAQ, LLC, a Delaware limited liability company; METRO-GOLDWYN-MAYER STUDIOS INC., a Delaware corporation; UNITED ARTISTS CORPORATION, a Delaware corporation; SEVENTEEN LEASING CORPORATION, a Delaware corporation; EIGHTEEN LEASING CORPORATION, a Delaware corporation; NINETEEN LEASING CORPORATION, a Delaware corporation; TWENTY LEASING CORPORATION, a Delaware corporation; and TWENTY-ONE LEASING COMPANY LLC, a Delaware limited liability company,

Plaintiff,

v.

UNIVERSAL CITY STUDIOS LLC, a Delaware limited liability company; NBCUNIVERSAL MEDIA, LLC, a Delaware limited liability company; and AARON BERG, an individual,

Defendant.

Case No. 2:14-cv-02527 DDP-Ex

PLAINTIFF METRO-GOLDWYN-MAYER STUDIOS INC.'S NOTICE OF DEPOSITION OF AARON BERG

1 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE that, pursuant to Rule 30 of the Federal Rules of
 3 Civil Procedure and the Court's order regarding expedited discovery, plaintiff
 4 Metro-Goldwyn-Mayer Studios Inc. shall take the deposition upon oral examination
 5 of defendant Aaron Berg in the above-captioned action at the offices of O'Melveny
 6 & Myers LLP, 1999 Avenue of the Stars, 7th Floor, Los Angeles, California,
 7 90067, commencing at 10 a.m., on _____, or at such other time and place as
 8 agreed upon by the parties, and continuing from day to day thereafter until
 9 completed (weekends and court holidays excepted), on the content of the *Section 6*
 10 screenplay in its current form, including any revisions that have been made since
 11 October 11, 2013 and any revisions defendants have planned, or are planning, to
 12 make. The deposition will be taken before an officer authorized to administer oaths
 13 in the State of California, and will be recorded by videotape and by stenographic
 14 method through the instant visual display of the testimony.

15 Dated: April 4, 2014

ROBERT M. SCHWARTZ
 CASSANDRA L. SETO
 BRIAN J. FINKELSTEIN
 O'MELVENY & MYERS LLP

MARC A. BECKER
 QUINN EMANUEL URQUHART
 & SULLIVAN, LLP

21 By: _____
 Robert M. Schwartz
 Attorneys for Plaintiffs Danjaq, LLC;
 Metro-Goldwyn-Mayer Studios Inc.;
 United Artists Corporation; Seventeen
 22 Leasing Corporation; Eighteen Leasing
 Corporation; Nineteen Leasing
 Corporation; Twenty Leasing
 Corporation; Twenty-One Leasing
 Company LLC

EXHIBIT J



O'MELVENY & MYERS LLP

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TOKYO
WASHINGTON, D.C.

November 27, 2013

BY EMAIL

Jimmy Horowitz (jimmy.horowitz@nbcuni.com)
Maren Christensen (maren.christensen@unistudios.com)
David Burg (david.burg@nbcuni.com)
Universal Pictures
100 Universal City Plaza
Universal City, California 91608

OUR FILE NUMBER
577,088-189

WRITER'S DIRECT DIAL
(310) 246-6835

WRITER'S E-MAIL ADDRESS
rschwartz@omm.com

Re: Section 6 Screenplay

Dear Mr. Horowitz, Ms. Christensen, and Mr. Burg:

This responds to David Burg's November 26, 2013 letter, which responded to my November 18, 2013 letter. Universal's representations in Mr. Burg's letter are:

- *Section 6* is a "spec script" that Universal is in the process of optioning.
- Universal has not decided whether it will exercise the option.
- If Universal does exercise the option "then, as is customary in the film industry, the script likely will undergo substantial revision as the project is developed and produced."
- "Consequently, any film based upon the script almost certainly will deviate significantly from its current iteration."
- Universal "has no intention of violating [MGM and Danjaq's] rights."

In light of and in reliance upon these representations, MGM and Danjaq agree that it would be, as you say, "premature" at this time to assert any claims based on the version of *Section 6* we reviewed and addressed in the November 18, 2013 letter. For those reasons, MGM and Danjaq will refrain from doing so at the present time.

However, given the extent of the infringement in the *Section 6* screenplay in its current form, we seriously question whether any motion picture based on it, even as modified, would not infringe MGM and Danjaq's rights. To avoid the need for unnecessary litigation, however, we

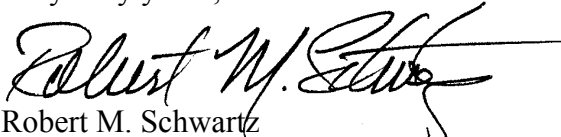
O'MELVENY & MYERS LLP

Mr. Horowitz, Ms. Christensen & Mr. Burg – November 27, 2013 – Page 2

request that, if Universal decides to produce *Section 6* (using that or some other title), Universal promptly provide us with a copy of the then-current screenplay so that we can determine whether it violates MGM and Danjaq's rights.

In the meantime, this letter is not intended to be a complete recitation of MGM and Danjaq's claims in respect of this matter, or the facts related thereto, and we reserve all of MGM and Danjaq's rights and remedies.

Very truly yours,



Robert M. Schwartz
of O'MELVENY & MYERS LLP

RMS:tm

OMM_US:71982419.1

cc: Aaron Hart – Verve
Adam Levine – Verve
Adam Marshall – Caliber Media
Rob Szymanski – Eclipse Law Corporation
Gary Barber – MGM
Ken Schapiro – MGM
Scott Packman – MGM
Cheryl Rodman – MGM
Michael Moore – MGM
Daniel M. Flores – MGM
David Pope – Danjaq, LLC
Kevin S. Marks – Gang, Tyre, Ramer & Brown
Marc A. Becker – Quinn Emanuel Urquhart & Sullivan LLP

EXHIBIT K



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WASHINGTON, D.C.

March 26, 2014

BY EMAIL

Jimmy Horowitz (jimmy.horowitz@nbcuni.com)
Maren Christensen (maren.christensen@unistudios.com)
David Burg (david.burg@nbcuni.com)
Universal Pictures
100 Universal City Plaza
Universal City, California 91608

OUR FILE NUMBER
577,088-189

WRITER'S DIRECT DIAL
(310) 246-6835

WRITER'S E-MAIL ADDRESS
rschwartz@omm.com

Re: Section 6 Screenplay

Dear Mr. Horowitz, Ms. Christensen, and Mr. Burg:

This follows up on our November 18, 26, and 27, 2013 letters regarding the *Section 6* screenplay (the "Screenplay").

When we last heard from you (on November 26, 2013), you stated that Universal had not even decided whether to exercise its option on the Screenplay, and that any claims by MGM and Danjaq would therefore be "premature."

It now appears that Universal's position has changed. According to recently published reports, Universal is proceeding with the development of a motion picture based on the Screenplay. The reports state that Joe Cornish has agreed to direct the motion picture and that Jack O'Connell has agreed to play the role of "Alec Duncan." The reports state also that Marc Platt, Adam Siegel, Lawrence Grey, and Nira Park are attached as producers.

In light of these developments, we hereby request on behalf of MGM and Danjaq that, by **5:00 pm on Tuesday, April 1, 2014**, Universal send me, on a confidential, attorneys-eyes-only basis:

1. the most recently-revised version of the *Section 6* screenplay;
2. the version(s) of the screenplay sent to Joe Cornish, Jack O'Connell, Marc Platt, Adam Siegel, Lawrence Grey, Nira Park, and any other persons (or their representatives) with whom Universal has discussed becoming involved in the project, if the version(s) sent to such persons is(are) any different than the most recently-revised version; and,

O'MELVENY & MYERS LLP

Mr. Horowitz, Ms. Christensen & Mr. Burg – March 26, 2014 – Page 2

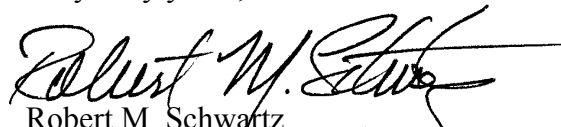
3. if a revision is currently being prepared, a list of any material differences between that revision and the most recently-revised version.

I also renew our November 18, 2013 request that, to summarize, Universal cease and desist from any use of the *James Bond* literary works and motion pictures, including as and to the extent embodied in the Screenplay, and that Universal take no further steps to develop, produce, distribute, or otherwise exploit any audiovisual work derived from the Screenplay.

If Universal fails to respond to this letter by **5:00 pm on Tuesday, April 1, 2014**, or if we are unsatisfied with Universal's response, we will take all necessary steps here in the Central District of California to protect MGM and Danjaq's *James Bond* intellectual property.

This letter is not intended to be a complete recitation of MGM and Danjaq's claims or the facts related thereto, and we reserve all of MGM and Danjaq's rights and remedies.

Very truly yours,


Robert M. Schwartz
of O'MELVENY & MYERS LLP

RMS:tm

OMM_US:72180526.1

cc: Aaron Hart – Verve
Adam Levine – Verve
Adam Marshall – Caliber Media
Rob Szymanski – Eclipse Law Corporation
Gary Barber – MGM
Ken Schapiro – MGM
Scott Packman – MGM
Cheryl Rodman – MGM
Michael Moore – MGM
Daniel M. Flores – MGM
David Pope – Danjaq, LLC
Kevin S. Marks – Gang, Tyre, Ramer & Brown
Marc A. Becker – Quinn Emanuel Urquhart & Sullivan LLP

EXHIBIT L

Schwartz, Robert M.

Subject: FW: Section 6/James Bond

From: Burg, David (NBCUniversal) [<mailto:David.Burg@nbcuni.com>]

Sent: Monday, March 31, 2014 6:14 PM

To: Schwartz, Robert M.; Horowitz, Jimmy (NBCUniversal); Christensen, Maren (NBCUniversal)

Cc: Zummo, Anthony (NBCUniversal); Byrnes, Stacey (NBCUniversal); Ragsac, Ted (NBCUniversal); 'Robert Szymanski'; 'ahart@vervetla.com'; 'alevine@vervetla.com'; 'adam@calibermediaco.com'; 'Gary Barber'; 'Ken Schapiro' (kschapiro@mgm.com); spackman@mgm.com; 'Cheryl Rodman' (CRodman@mgm.com); 'Daniel M. Flores' (DFlores@mgm.com); 'Michael Moore'; 'david.pope@eon.co.uk'; 'Kevin S. Marks'; 'Marc A. Becker - Quinn Emanuel' (marcbecker@quinnemanuel.com); Goore, Jeffrey (NBCUniversal)

Subject: RE: Section 6/James Bond

Dear Bobby,

I am responding to your letter of March 26, 2014. We continue to believe your request for documents and information is premature in that this project remains in early development, and is unnecessary because Universal has no intention of violating the intellectual property rights of your clients.

Universal continues to reserve all of its rights and defenses.

Sincerely,

David

David L. Burg
Senior Vice President, Litigation
NBCUniversal
100 Universal City Plaza
Building 1280-6
Universal City, California 91608
Office: 818-777-1856
Cell: 818-730-9835
Email: David.Burg@nbcuni.com